

PROJECT INFORMATION

Project Title	Sinnamon Meadows Agricultural Conservation Easement
Brief Description	<p>Eastern Sierra Land Trust is requesting grant funds to be applied to the acquisition of the agricultural conservation easement at appraised Fair Market Value, as well as a portion of the necessary project related costs. As grantee, ESLT will draft and negotiate the easement document with the landowner, funding agencies, and specialized legal counsel, compile a comprehensive baseline conditions report documenting the unique conservation values of the property, and manage the details of the complex real estate transaction before having the final documents recorded with Mono County.</p> <p>Wildlife Conservation Board is providing fifty percent of the match funding for this project. This entity is the funding branch of DFG which has identified Sinnamon Meadows as a priority through internal planning processes. Additional funding is expected from the Natural Resource Conservation Service (NRCS), Farm and Ranch Land Protection Program. As part of an effort to protect and improve habitat for the greater sage-grouse, NRCS has launched the Sage Grouse Initiative. Under this program the local NRCS field office has informed ESLT that they plan to provide match funding to conservation easement projects located on important habitat for the Bi-State population of greater sage-grouse. ESLT has committed to paying the cost of obtaining an appraisal, preliminary title report, and has invested significant staff resources, travel costs, and administrative expenses related to this project.</p>
Total Requested Amount	350,000.00
Other Fund Proposed	817,400.00
Total Project Cost	1,167,400.00
Project Category	Acquisition Projects
Project Area/Size	0000
Project Area Type	Not Applicable
Have you submitted to SNC this fiscal year?	No
Is this application related to other SNC funding?	No

Project Results

Easement or other landowner agreement

Project Purpose	Project Purpose Percent
Natural Resource	

County
Mono

Sub Region
East

PROJECT CONTACT INFORMATION

Name	Ms. Karen Ferrell-Ingram,
Title	Executive Director
Organization	Eastern Sierra Land Trust
Primary Address	PO Box 755, , , Bishop, CA, 93515
Primary Phone/Fax	760-873-4554 Ext.
Primary Email	karen@eslt.org

PROJECT LOCATION INFORMATION

Project Location

Address:	Dunderberg Meadow/Green Creek Road, , , Bridgeport, CA, 93517
United States	
Water Agency:	Bridgeport Public Utility District
Latitude:	38.108545
Longitude:	-119.223070
Congressional District:	n/a
Senate:	n/a
Assembly:	n/a
Within City Limits:	No
City Name:	

ADDITIONAL INFORMATION

Grant Application Type

Grant Application Type:
Category One Conservation Easement Acquisition

PROJECT OTHER CONTACTS INFORMATION

Other Grant Project Contacts

Name:	Aaron Johnson,
Project Role:	Day-to-Day Responsibility
Phone:	7608734554
Phone Ext:	
E-mail:	aaron@eslt.org

UPLOADS

The following pages contain the following uploads provided by the applicant:

Upload Name
Completed Application Checklist
Table of Contents
Full Application Form
Authorization to Apply or Resolution
Narrative Descriptions
CEQA Documentation
CEQA Documentation
Narrative Descriptions
Detailed Budget Form
Restrictions/Agreements
Regulatory Requirements or Permits
Letters of Support
Long Term Management Plan
Project Location Map

Parcel Map Showing County Assessors Parcel Number
Topographic Map
Photos of the Project Site
Acquisition Schedule
Willing Seller Letter
Real Estate Appraisal
Conservation Easement Language

To preserve the integrity of the uploaded document, headers, footers and page numbers have not been added by the system.

Instructions for use of this form:

1. Scroll down and check the box indicating completion of requested information in the appropriate format.

- You can move among the boxes by using your mouse or the “Tab” key.

2. When you have completed the form, print and sign at the bottom.

Please note: Adobe® Reader® does not allow you to save your work. It is very important that you print out your form immediately after completing it.

Appendix B1

Full Application Checklist

Project Name: Sinamon Meadows Agricultural Conservation Easement EG ID#: 703

Applicant: Eastern Sierra Land Trust

Please mark each box: check if item is included in the application; mark “N/A” if not applicable to the project. “N/A” identifications must be explained in the application. Please consult with SNC staff prior to submission if you have any questions about the applicability to your project of any items on the checklist. All applications must include a CD including an electronic file of each checklist item, if applicable. The naming convention for each electronic file is listed after each item on the checklist. (Electronic File Name = EFN: “naming convention”. file extension choices)

Submission requirements for all Category One and Category Two Grant Applications

- ☐ Completed Application Checklist (EFN: *Checklist.pdf*)
- ☐ Table of Contents (EFN: *TOC.doc or .docx*)
- ☐ Full Application Project Information Form (EFN: *fapi.doc or .docx*)
- ☐ Authorization to Apply or Resolution (EFN: *authorization.doc or .docx*)
- ☐ Narrative Descriptions - Submit a single document (maximum 10 pages, Arial 12 pt font, 1 inch margins) that includes each of the following narrative descriptions (EFN: *Narrative.doc or .docx*)
 - ☐ Detailed Project Description
 - ☐ Project Description including Goals/Results, Scope of Work, Location, Purpose, etc.
 - ☐ Project Summary
 - ☐ Environmental Setting
 - ☐ Workplan and Schedule
 - ☐ Restrictions, Technical/Environmental Documents and Agreements – Category 1 projects only
 - ☐ Organizational Capacity

- e. ☒ Cooperation and Community Support
 - f. ☒ Long Term Management and Sustainability
 - g. ☒ Performance Measures
 - h. ☒ Budget
6. Supplemental and Supporting documents
- a. ☒ CEQA/NEPA Compliance Form (EFN: CEQAform.doc or .docx)
 - ☒ California Environmental Quality Act (CEQA) documentation (EFN: CEQA.pdf)
 - ☒ National Environmental Policy Act (NEPA) documentation (EFN: NEPA.pdf)
 - b. ☒ Detailed Budget Form (EFN: Budget.xls, .xlsx)
 - c. Restrictions, Technical/Environmental Documents and Agreements, as applicable
 - Category 1 projects only
 - ☒ Restrictions / Agreements (EFN: RestAgree.pdf)
 - ☒ Regulatory Requirements / Permits (EFN: RegPermit.pdf)
 - d. Cooperation and Community Support
 - ☒ Letters of Support (EFN: LOS.doc, .docx or .pdf)
 - e. Long-Term Management and Sustainability
 - ☒ Long-Term Management Plan (EFN: LTMP.pdf)
 - f. Maps and Photos
 - ☒ Project Location Map (EFN: LocMap.pdf)
 - ☒ Parcel Map showing County Assessor's Parcel Number(s) (EFN: ParcelMap.pdf)
 - ☒ Topographic Map (EFN: Topo.pdf)
 - ☒ Photos of the Project Site (10 maximum) (EFN: Photo.jpg, .gif)
 - g. Additional submission requirements for Conservation Easement Acquisition applications only
 - ☒ Acquisition Schedule (EFN: acqSched.doc, .docx, .rtf, .pdf)
 - ☒ Willing Seller Letter (EFN: WillSell.pdf)
 - ☒ Real Estate Appraisal (EFN: Appraisal.pdf)
 - ☒ Conservation Easement Language (EFN: CE.pdf)
 - ☐ Third Party Transfer Acknowledgment Letter (if applicable) (EFN: Transfer.pdf)
 - h. Additional submission requirements for Site Improvement / Restoration Project applications only
 - ☐ Land Tenure Documents – attach only if documentation was not included with Pre-application (EFN: Tenure.pdf)
 - ☐ Site Plan (EFN: SitePlan.pdf)
 - ☐ Leases or Agreements (EFN: LeaseAgmnt.pdf)

I certify that the information contained in the Application, including required attachments, is accurate.


 Signed (Authorized Representative)

10/22/2012
 Date

Karen Ferrell-Ingram, Executive Director

Sinnamon Meadows Ranch Agriculture Conservation Easement Project

Table of Contents

1. Completed Checklist	1
2. Table of Contents	3
3. Full Application Form.....	4
4. Authorization to Apply	6
5. Narrative Descriptions	8
a. Detailed Project Description.....	8
b. Workplan and Schedule.....	12
c. Restrictions and Agreements	13
d. Organizational Capacity.....	14
e. Cooperation and Community Support.....	14
f. Long Term Management and Sustainability.....	15
g. Performance Measures.....	16
h. Budget	16
6. Supplemental and Supporting Documents	18
a. CEQA/NEPA Compliance Form.....	18
b. Detailed Budget Form	29
c. Restrictions / Agreements	30
d. Cooperation and Community Support.....	32
e. Long Term Management and Sustainability.....	39
f. Maps and Photos	45
Maps.....	45
Photos	50
g. Conservation Easement Project Specific Documents	55
Acquisition Schedule	55
Willing Seller Letter.....	56
Appraisal	57
Easement Language	58

Instructions for use of this form:

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Appendix B2

Project Information Form

PROJECT NAME (Limit name to 10 words or less)

EGID# 703

Sinnamon Meadows Agricultural Conservation Easement

APPLICANT NAME (Legal name, address, and zip code)

Eastern Sierra Land Trust

PO BOX 755

Bishop, CA 93515

PROJECT DESCRIPTION: Refer to Sec. IV, 5a in the GAP.

Has the project description been updated from the project description submitted with the Pre-Application form? (Choose One) ☐ SAME ☒ UPDATED

CONSISTENCY WITH LOCAL GENERAL PLAN

Is this project consistent with the appropriate jurisdiction's (city/county) general plan?

☒ Yes ☐ No (If not, explain why not.)

WILLIAMSON ACT STATUS (for conservation easement acquisition projects only)

Is the project enrolled in a Williamson Act contract with the local county? ☐ Yes ☒ No

If yes, what is the expiration date of the contract? _____

FUNDING AND BUDGET INFORMATION

SNC Grant Request \$ 350,000

☐ Check if SNC is the sole funder of this project

PERSON WITH FISCAL MANAGEMENT RESPONSIBILITY FOR GRANT CONTRACT/INVOICING

Name and title – type or print

Phone

Email Address

☐ Mr.

(760) 873-4554

karen@eslt.org

☒ Ms. Karen Ferrell-Ingram

PERSON WITH DAY-TO-DAY RESPONSIBILITY FOR GRANT (Only include this information if different from pre-application submittal)

Name and title – type or print

Phone

Email Address

☒ Mr. Aaron Johnson

(760) 873-4554

aaron@eslt.org

☐ Ms.

COUNTY ADMINISTRATOR OR PLANNING DIRECTOR CONTACT INFORMATION (*At least one entry with Email address is REQUIRED*)

Name: Scott Burns, Mono County Planning Director

Phone Number: (760) 932-5432

Email Address: sburns@mono.ca.gov

Name:

Phone Number:

Email Address:

NEAREST PUBLIC WATER AGENCY (OR AGENCIES) CONTACT INFORMATION (*At least one entry with Email address is REQUIRED*)

Name: Bridgeport Public Utility District

Phone Number: (760) 932-7251

Email Address: bpud@qnet.com

Name:

Phone Number:

Email Address:

Please identify the appropriate project category below and provide the associated details (*Choose One – should be the same as the category identified in the pre-application*)

☐ Category One Site Improvement

☐ Category Two Pre-Project Activities

☒ Category One Conservation Easement Acquisition

☒ Site Improvement/Conservation Easement Acquisition

Project Area: Bridgeport, Mono County, CA

Total Acres: 1,240

SNC Portion (if different):

Total Miles (i.e. river or stream bank):

SNC Portion (if different):

For Conservation Easement Acquisitions Only

☐ Appraisal Included

☒ Will submit appraisal by 11/30/2012

Select one primary Site Improvement/Conservation Easement Acquisition deliverable

☐ Stream Restoration/Protection

☐ Management Practices Changes

☐ Natural Resource Protection

☐ Infrastructure Development/Improvement

☒ Conservation Easement

Does the applicant intend to transfer the easement to a third party? ☐ Yes ☒ No

If yes, is the third party organization known? ☐ Yes ☐ No If yes, please attach a letter from this organization documenting their willingness to assume the long term management of the project.

☐ Pre-Project Activities

Select one primary Pre-Project deliverable

☐ Permit

☐ Condition Assessment

☐ CEQA/NEPA

☐ Biological Survey

☐ Appraisal

☐ Environmental Site

☐ Plan

Assessment

Resolution No: 2012-1

In the matter of: A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE SIERRA NEVADA CONSERVANCY PROPOSITION 84 GRANT PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006.	Sinnamon Meadows Agricultural Conservation Easement Resolution No: 2012- Date: October 12, 2012
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The following RESOLUTION was duly passed by the Board of Directors of Eastern Sierra Land Trust at a regular meeting held October 12, 2012, by the following vote:

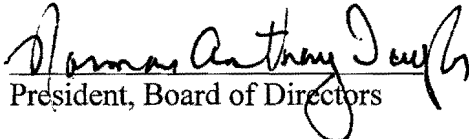
Ayes: 9

Noes: 0

Abstentions: 0

Absent: 2

Signed and approved by:


President, Board of Directors

WHEREAS, the Legislature and Governor of the State of California have provided Funds for the program shown above; and

WHEREAS, the Sierra Nevada Conservancy (SNC) has been delegated the responsibility for the administration of a portion of these funds through a local assistance grants program, establishing necessary procedures; and

WHEREAS, said procedures established by the Sierra Nevada Conservancy require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the SNC; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the SNC to carry out the project; and

WHEREAS, Eastern Sierra Land Trust has identified the Sinnamon Meadows Agricultural Conservation Easement as valuable toward meeting its mission and goals.

BE IT HEREBY RESOLVED by the Board of Directors of Eastern Sierra Land Trust, that this Board:

1. Approves the submittal of an application for the Sinnamon Meadows Agricultural Conservation Easement project; and
2. Certifies that Applicant understands the assurances and certification requirements in the application; and
3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the resource(s) consistent with the long-term benefits described in support of the application; or will secure the resources to do so; and
4. Certifies that Applicant will comply with all legal requirements as determined during the application process; and
5. Appoints Karen Ferrell-Ingram, or designee, as agent to conduct all negotiations, execute and submit all documents, including but not limited to: applications, agreements, payment requests, and so on, which may be necessary for the completion of the aforementioned project(s).

PASSED AND ADOPTED by Eastern Sierra Land Trust on the 12th day of October, 2012.

Narrative Descriptions

A. Detailed Project Description

Project Description

Project Purpose, Location, and Public Benefit

Named for the historic Sinnamon family who occupied this spectacular property in the 1860s, this project embodies the beauty, unique natural and agricultural resources, and fascinating history of the Eastern Sierra. Using a permanent agricultural conservation easement, Eastern Sierra Land Trust (ESLT) seeks to preserve 1,240 acres of irrigated mountain meadow pasture, flowing creeks and springs, aspen groves, and important sagebrush scrub and conifer forest habitats. The project site is located at an elevation of 8,000 feet near the popular recreation destinations of Virginia Lakes and Bridgeport in the Eastern Sierra. This project will aid in the protection of threatened working landscapes, leaving the privately owned property available for continued grazing, while also including restrictions that will ensure the protection and long term health of important natural and scenic resources.

The Sinnamon Meadows property is summer pasture grazed by cattle as part of a ranch operation with a headquarters nearby. Livestock grazing is an important component of the rural economy and identity of the region. Agricultural practices such as irrigation have been ongoing on the property for more than a century and have resulted in extensive wetlands that, in addition to being productive pasture, also support a number of species of special concern that utilize the property for water, foraging habitat, and connectivity between surrounding upland areas. This easement will ensure that future land uses do not impair the agricultural capacity of the land and associated resources.

The property contains natural springs, wetlands, and significant reaches of both Dunderberg and Dog Creeks, both of which are tributaries to the East Walker River. The East Walker headwaters is very popular amongst fishermen and considered by some to be one of the best trout fishing regions in the West. The conservation easement and associated adaptive management plan will ensure that the important water resources continue to flow and function and that the water rights are not separated from the land. In this way the easement will not only guarantee the future habitat values and productive capacity of the land, but will also protect water enjoyed by downstream users and recreationalists.

This property has been specifically identified as a high priority for preservation with a conservation easement by a planning effort for the conservation of the Bi-State population of greater sage-grouse. This multi-year process has included involvement by land and wildlife management agencies as well as local stakeholder groups and members of the agricultural community. The Bi-State population of greater sage-grouse, has been determined to warrant listing by the U.S. Fish & Wildlife Service (FWS) under the Endangered Species Act and a final determination is expected within a year. Additionally, the property is important buffer habitat for the Sierra Nevada bighorn sheep (Federal/State Endangered) which has been re-introduced to the region and shown by GPS tracking data to utilize habitat adjacent to this property.

The California Department of Fish & Game (DFG) has also determined that the property provides suitable habitat for the Sierra Nevada yellow-legged frog, Pacific fisher, California wolverine, and Sierra Nevada red fox, all of which are species of special concern. ESLT is working with specialists from DFG and NRCS to develop a conservation plan customized for the property which will ensure that the high quality habitats located on the land are preserved, while continuingly to allow the landowner to utilize the site as seasonal pasture as it has been for many generations.

The property is bisected by a well traveled public road within the boundaries of the Humboldt-Toiyabe National Forest, with the boundary of the Hoover Wilderness located only 1.5 miles to the west. A second public road passes through the western parcel and is used to access a historic mining area, a nearby pond, and Dunderberg Peak above. The property is adjacent to public lands administered by the Bureau of Land Management and located only ¼ mile west of the Conway Summit Area of Critical Environmental Concern (ACEC). This project will preserve highly scenic views of the Sierra Nevada and Bodie Hills regions over the property from publicly accessible roads, trails, and campsites. In addition to providing access to public land, there are a number of locations on the property that are currently used by the public for camping, picnicking, fishing, and other recreational purposes. The landowner plans to continue to allow these types of uses as long as they do not impact the natural or agricultural values of the site.

The completion of this project will have numerous public benefits including the protection of crucial habitat for multiple special status wildlife species and protection of water resources that flow across and originate on the property. This project will also permanently preserve for the public the scenic views and the rural aesthetic of the area as is currently visible to and enjoyed by the public.

Due to the presence of the unique conservation values described above, as well as the popularity of summer home development nearby, the threat of subdivision and development on this large property is of particularly high concern. The State-owned 720 acre Green Creek Wildlife Area is adjacent to the project and was created after a private developer proposed to develop 18 high-end vacation homes on 40 acre lots. Because a large percentage of the land in the Eastern Sierra is public, development pressure on private land holdings is high. Consequently, the only areas available for new growth tend to be isolated private parcels, where impacts to wildlife, scenic values, and natural resources are greater.

An agricultural conservation easement is a well suited tool to protect large important properties such as Sinnamon Meadows, particularly in rural counties with very limited private land ownership. The project is designed to have no negative impact to property tax income to Mono County, while furthering county goals and land use policies. In fact, as working landscape the property will continue to contribute to the local agricultural economy. As a privately owned parcel, the long-term land management duties remain the responsibility of the landowner rather than falling on the already overburdened public land management agencies. Finally, conservation easements are significantly more cost effective than full acquisitions and therefore stretch increasingly limited public funds for conservation.

Scope of Work/Proposed Activities

Eastern Sierra Land Trust is requesting grant funds to be applied to the acquisition of the agricultural conservation easement at appraised Fair Market Value, as well as a portion of the necessary project related costs. As grantee, ESLT will draft and negotiate the easement document with the landowner, funding agencies, and specialized legal counsel, compile a comprehensive baseline conditions report documenting the unique conservation values of the property, and manage the details of the complex real estate transaction before having the final documents recorded with Mono County.

Wildlife Conservation Board is providing fifty percent of the match funding for this project. This entity is the funding branch of DFG which has identified Sinnamon Meadows as a priority through internal planning processes. Additional funding is expected from the Natural Resource Conservation Service (NRCS), Farm and Ranch Land Protection Program. As part of an effort to protect and improve habitat for the greater sage-grouse, NRCS has launched the Sage Grouse Initiative. Under this program the local NRCS field office has informed ESLT that they plan to provide match funding to conservation easement projects located on important habitat for the Bi-State population of greater sage-grouse. ESLT has committed to paying the cost of obtaining an appraisal, preliminary title report, and has invested significant staff resources, travel costs, and administrative expenses related to this project.

Goals and Desired Outcomes

The desired outcome of this project is the acquisition and recording of a permanent agricultural conservation easement with a willing landowner on the property described above. This legal agreement will restrict the future uses of the property to agricultural activities and open space, ensuring that the unique conservation values of the site are protected for the benefit of the rare species that rely on habitat found on this land. The easement will ensure permanent opportunities for scenic and recreational enjoyment for the public on this highly visible property. Specifically, this conservation easement will protect these important resources by significantly limiting future development on the property to a single residence, which would be located within a pre-designated area away from the most sensitive resources. The easement would also prohibit subdivision and mineral extraction, and ensure that the extensive water rights tied to the land continue to be utilized to maintain the conservation values of the property and downstream uses.

After the completion of the easement project, ESLT will oversee the property under its stewardship program to guarantee compliance with the terms of the easement in perpetuity. This program includes annual monitoring visits, regular landowner communications, and established policies to ensure that the terms of the easement are enforced when necessary. ESLT is a nationally accredited 501(c)(3) nonprofit organization and is the only local land trust offering the benefits of voluntary conservation easements to private landowners within the extensive Eastern Sierra region of California.

Project Summary

Using a permanent agricultural conservation easement, Eastern Sierra Land Trust seeks to preserve the 1,240 acres of irrigated mountain meadow pasture, flowing creeks and springs, aspen groves, and important sagebrush scrub and conifer forest habitats found on Sinnamon Meadows. Significant public benefit will be secured through the permanent protection of this property, which is an important recreational, historic, natural, agricultural, and scenic resource for Mono County. Future development will be limited to one residence, in accordance with Mono County planning guidelines that recommend protection of agricultural lands. As an accredited land trust, ESLT will utilize its proven procedures to craft a real estate transaction that efficiently utilizes experienced legal counsel, due diligence investigation, and a fair market appraisal. Upon the completion of escrow, ESLT's Stewardship Program will ensure that the terms of the easement and adaptive management plan are upheld in perpetuity.

Environmental Setting

The expansive meadows and ridgelines of the 1,240 acre Sinnamon Meadows property are situated at an elevation of 7,700 to 8,800 ft on the eastern slope of the Sierra Nevada. The stunning site is composed of high elevation irrigated meadow pasture, aspen groves, sagebrush scrub and conifer forest habitats representative of the location on the transition between the Sierra Nevada and Great Basin ecoregions. Dunderberg Peak (12,374') and Kavanaugh Ridge are located to the west and rise dramatically over the property.

The landforms, ridges, valleys, and mountain meadows are characteristic of the glacial past associated with this region of the Sierra Nevada Mountains. The soils are comprised of till and alluvium derived from both igneous and metamorphic rock. Due to the elevation and proximity to the mountain crest the property receives an average of 23 inches of precipitation, the majority of which comes as snow in winter and early spring.

The Sinnamon Meadows property is summer pasture grazed by cattle as part of a larger ranch operation with a headquarters nearby. Agriculture has been the primary land use for more than a century, beginning with when the land was first transferred to private ownership, irrigated to expand and enhance the productivity of the meadows, and used to raise livestock to supply nearby mining communities. Long standing irrigation has resulted in extensive wetlands that, in addition to being productive pasture, also support a number of species of special concern that utilize the property for water, foraging habitat, and connectivity between surrounding upland areas.

This property has been specifically identified as a high priority for preservation with a conservation easement by a multi-agency planning process for the conservation of the Bi-State population of greater sage-grouse, which has been determined to warrant listing by the U.S. Fish & Wildlife Service (USFWS) under the Endangered Species Act. In addition, according to USFWS the property is adjacent to critical habitat for the Sierra Nevada bighorn sheep (Federal/State Endangered) as described in their Species Recovery Plan. The California Department of Fish & Game (DFG) has determined that the property provides suitable habitat for the Sierra Nevada yellow-legged frog, Pacific fisher, California wolverine, and Sierra Nevada red fox, all of which are species of special concern.

The property contains natural springs, wetlands, and significant reaches of both Dunderberg and Dog Creeks, both of which are tributaries to the East Walker River.

This project is consistent with the Mono County General Plan. The 2012 update of the Land Use and Open Space Elements of the plan contains numerous goals and policies that are supported by this project. Specifically, there are countywide policies that provide guidance to “protect open space and agricultural lands from conversion to and encroachment of developed community uses” recognizing the importance of these lands for their social and natural values, as well as their economic importance and to “maintain or enhance the integrity of critical wildlife habitat in the county by limiting development.” Sage grouse habitat, wetlands, and riparian areas are specifically identified in this Element.

The Agriculture section of the Open Space Element specifically states as Goal 1 to “preserve and protect agricultural and grazing lands in order to promote both the economic and open space values of those lands.” This section also introduces policies to “discourage the conversion of agricultural lands to non-agricultural uses” and to “encourage the development of programs that offer financial incentives to farm owners to reduce reliance on subdivision and sale of land to raise operating capital” such as conservation easements. Similar forward thinking policies are in place regarding the preservation of existing open space, biological resources, and visual resources.

B. Workplan and Schedule

A significant amount of work towards completing this high priority conservation project has already been completed at the time of this application. As a result, ESLT is confident that the completion of the project will be possible within six months of grant awards being announced. A qualified appraiser has been contracted to determine the value of the conservation easement by mid November. ESLT will submit the document to SNC no later than November 30, 2012. Over the winter, staff will continue to work with the landowner on refining the draft easement terms, substantively included here.

Similarly, ESLT will begin work on the adaptive management plan with technical expertise being provided by DFG, NRCS, and other professionals. Work budgeted for under this grant will begin approximately 60 days after grant authorization. Specifically, these tasks will include review of the easement by our contracted specialized legal counsel. Research and field work by ESLT staff and partners will be conducted as necessary to complete the baseline conditions report and adaptive management plan. Fieldwork will be limited in the winter as the result of snowpack at the high elevation site.

After the completion of the easement document and supporting reports, it is anticipated that a closing on the real estate transaction will occur in August 2013, with the easement being recorded with Mono County immediately thereafter. After the easement is completed and recorded, ESLT will submit a 6-month progress report in November with full reporting and grant closeout before the end of the year. ESLT’s ongoing annual easement monitoring and enforcement activities will commence upon recordation of the conservation easement agreement.

<i>Detailed Project Deliverables</i>	<i>Timeline</i>
1. Appraisal completed and submitted to SNC	November 30, 2012 (no later than)
2. SNC Funding award announced	March 2013
3. Final legal review of easement document completed	July 2013
4. Baseline Conditions Report completed	July 2013
5. Adaptive management plan completed with NRCS and DFG assistance	July 2013
6. Escrow and easement completed and recorded	August 2013
7. Submit 6-month progress report	November 2013
8. Final report and performance measures reporting submitted to SNC	December 2013

C. Restrictions, Technical/Environmental Documents and Agreements

In the process of acquiring this property, the landowner commissioned several important studies. The landowners had the property surveyed to facilitate the process of completing a conservation easement. In addition to clearly establishing the property boundaries and corners, this land survey documented that a historic mine site on adjoining public lands is located entirely on adjacent public land. This site, the Dunderberg Mill, has not been in operation for nearly 120 years. However, based on the presence of the old mine above the property to the west, the landowner elected to have limited environmental site assessment reports prepared to better understand any potential contamination that may have spread onto the property. These assessments identify the old mill as a potential source of elevated levels of several naturally occurring heavy metals that can be considered hazardous at high concentrations.

Representatives of the agency have stated that the reported levels of heavy metals identified at the site, although exceeding certain recommended guidelines, are not significant enough to warrant further action and may not actually exceed naturally occurring levels due to mineralization in the area. The matter has been reviewed by ESLT staff and legal counsel who determined that these historic environmental conditions do not preclude the viability of the conservation project. The conservation easement will be structured to provide indemnity to ESLT and any public agencies involved in the project for potential contamination on neighboring properties.

As a real estate transaction that will result in the creation of a binding legal easement restricting future uses of the property, there are no regulatory requirements or permits that must be obtained related to this project due to the fact that there is no physical action taking place on the ground. The Mono County Community Development Department has completed a CEQA exemption notice for this project.

D. Organizational Capacity

Eastern Sierra Land Trust (ESLT) is a nationally accredited organization with the capacity to efficiently complete and provide perpetual stewardship of this project. ESLT is a nonprofit organization founded in 2001 as the first and only land trust based in the Eastern Sierra. With an office in Bishop, the organization currently includes three full time staff, one part time employee, and an AmeriCorps member. ESLT has completed 16 land conservation projects including nine conservation easements, preserving almost 8,000 acres. Our land conservation staff has more than 10 years of experience managing conservation easement projects, and possesses the necessary experience to complete and ensure the perpetual stewardship of this project.

ESLT benefits from the work of our contracted legal counsel, Victoria Simonds, who has worked with us on almost all of our projects, starting in 2005. Ms. Simonds focuses her practice on conservation projects, with over 25 years of experience in real estate law.

ESLT has worked with the primary fiscal partners on this project, NRCS and CA Wildlife Conservation Board, successfully on seven other conservation projects in our region within the last seven years and communicates regularly with the staff of these agencies.

Through its experience of completing four agricultural easements, utilizing funds from several state and federal agencies, ESLT has a track record of successfully protecting and stewarding working lands. Several ESLT board members are from the ranching community, which ensures that our leadership understands the special considerations required by agricultural producers.

ESLT's Community Connections program focuses on forging connections between people of all ages and the important lands in our region. Through this program, ESLT has an active education and outreach effort that reaches several thousand people a year. By utilizing traditional and social media, ESLT reaches out to all segments of our communities and visitors about the importance and benefits of private land conservation. Sinnamon Meadows will be a beautiful and powerful example to the public about the value of conservation in the Sierra Nevada and ESLT's Community Connections program will ensure that the project is well publicized and understood.

E. Cooperation and Community Support

ESLT has been working on this completing this important project since 2005. After successfully partnering with the Bishop office of the California Department of Fish and Game on a Conceptual Area Protection Plan (CAPP) for another important wildlife area, DFG asked ESLT to assist with a CAPP for the area including Sinnamon Meadows.

ESLT has participated in the Working Groups focused on sage-grouse in the Eastern Sierra for the past seven years, which is a multi-agency and stakeholder effort.

This project is widely supported by the community; the following letters of support are included with this application.

- George Milovich, Agricultural Commissioner, Inyo and Mono Counties
- Alisa Ellsworth, Environmental Scientist, California Department of Fish & Game
- Tim Hansen, Supervisor, District Four of Mono County

- Kenneth E. Mayer, Co-Chairman, Bi-State Sage-grouse Executive Oversight Committee

F. Long-Term Management and Sustainability

The long-term management of this large private property will be focused on the continued use and maintenance of the land as seasonal pasture grazed by livestock, and the protection of the natural resources that have been maintained alongside this historical land use. Once preserved with a permanent conservation easement, future activities on the property will be forever restricted to those compatible with the terms established in the easement. As specified in the easement language, “any use or activity that would diminish or impair the natural, agricultural, scenic, habitat, and open space resources, or that would cause significant soil degradation or erosion is prohibited”.

As a conservation easement transaction, an important benefit of this project is that the land management activities remain the responsibility of the private landowner. In the case of a working cattle ranch such as this, the historic land use will be continued under the easement, ensuring that the land management practices such as irrigation of the meadows and control of invasive plants are continued. The unique habitats that exist on the property remain in a high quality state today due to the fact that they are compatible with, and in some cases enhanced by, continued agricultural use.

Due to the fact that a conservation easement represents a list of negative restrictions, preventing incompatible land uses, it cannot specifically require that certain actions be taken on the property in the future. However, recognizing the important natural resources on the property the landowner has agreed to work with ESLT to develop an adaptive management plan linked to the easement document that will identify desirable practices selected to enhance the agricultural productivity of the land as well as the natural and wildlife habitat values. Utilizing technical assistance programs available to private landowners this management plan will benefit from science-based recommended conservation practices that are customized to the property and designed to improve the quality of the livestock forage, protect and enhance key wildlife habitats, as well as air and water quality. This adaptive management plan is being prepared collaboratively to include recommendations from the recently completed Bi-State Action Plan for Conservation of the Greater Sage-Grouse Bi-State Distinct Population Segment, NRCS Conservation Technical Assistance (CTA) and Working Lands for Wildlife (WLFW) programs, as well as input from local biologists with DFG and BLM. Due to the collaborative nature of this plan, as well as required fieldwork, the plan has been identified as a deliverable in the Work Plan for completion by July 2013.

The sustainability of this project is enhanced by the fact that this property is used as seasonal summer pasture as part of the larger ranch operation operated by the landowner. Sinnamon Meadows and the 4,900 acre Sweetwater Ranch nearby are utilized as summer pasture for a stocker cattle operation. In winter the cattle are moved to lower elevation cropland before being sold at auction. After acquiring the property earlier this year the landowner is presently working with representatives of the public lands agencies to obtain grazing permits to significant acreage surrounding the property which would further enhance the sustainability of the operation. These grazing leases

were recently vacated after domestic sheep were banned from the area as a result of disease transfer concerns related to the endangered bighorn sheep. As a permanent conservation easement, regardless of future ownership the specific restrictions preserving the unique conservation values of the property will remain in effect in perpetuity.

G. Performance Measures

In addition to the performance measures common to all projects, the following measures have been selected specifically for this project:

Linear Feet of Stream Bank Protected: This conservation easement will result in the protection of significant reaches of two named streams, as well as a tributary from the springs located on the property. This measure will report on the linear feet of creek/stream protected.

Acres of Land Conserved: This measure will report the acreage, resources preserved, and purposes for conservation resulting from the completion of this easement acquisition.

H. Budget

As a conservation easement acquisition, this project is highly cost effective due to the fact the permanent protection is achieved for significantly less than the cost of a full acquisition of the property. Due to the participation of the other funding partners, the SNC grant award will be significantly leveraged. Matching funds of more than 70% of the total project cost are expected in order to complete this important project. Additionally, due to the fact that the property will remain a productive working ranch in private ownership, the parcels will continue to provide property tax revenue to the county, and benefit the local agricultural economy. As private land the labor and costs of future maintenance will be the responsibility of the owner rather than falling on state and federal land management agencies.

The staff of the Wildlife Conservation Board has indicated they will recommend to their board that WCB provide 50% of appraised easement value for this easement acquisition. This grant is expected to be formally awarded to the project at the May 2013 Board Meeting. The remainder of the easement acquisition cost is expected to be provided by the NRCS Federal Farm and Ranch Land Protection Program (FRPP). Representatives from this agency have conducted several visits to the property and have assisted ESLT in developing a funding proposal which, as discussed elsewhere in this application, has been identified as a priority for conservation through a collaborative planning process. As part of an effort to protect and improve habitat for the greater sage-grouse, NRCS has launched the Sage Grouse Initiative. Under this program NRCS has indicated that they will prioritize providing match funding to conservation easement projects located on important habitat for the Bi-State population of greater sage-grouse. FRPP awards are typically announced before mid April.

Additional matching funds for this project have been provided in the form of ESLT restricted funds towards staff time invested in the project to date, in the amount of \$6,400 and contracting for the easement appraisal at a cost of \$5,000. Additionally, the landowner is planning to make a gift of \$31,000 to the ESLT Stewardship Fund, a

Eastern Sierra Land Trust
Sinnamon Meadows Agricultural Conservation Easement

restricted fund that has been established to ensure that the organization can fulfill required easement monitoring and stewardship duties in perpetuity.

ESLT is requesting a total of \$350,000 from SNC for this project. Of this amount, \$325,000 will be applied directly towards the easement acquisition. Total project related costs, direct, indirect, and administrative, have been budgeted at \$25,000. These costs include escrow fees, title insurance, closing costs, legal counsel, specialized technical expertise, and staff time and expenses for final easement drafting, baseline documentation, adaptive management plan coordination, performance measure reporting, and overhead administrative costs related to this project. Each of these costs has been determined based on prior work on conservation easement projects.

The administrative costs requested under this grant have been carefully calculated and allocated to ensure that they reflect the true overhead costs of performing tasks related to this grant project. The amounts requested are based on calculation of monthly overhead costs, per employee, based on recent bills. A total admin cost for each of the two primary ESLT staff responsible for performing under this grant was then determined based on the percentage of their time spent working under this grant for the six month period of performance. Administrative expenses requested represent less than 1% of the total request, significantly lower than the 15% limitation.

**Finding of No Significant Impact for the Programmatic Environmental Assessment (EA)
on the
Interim Final Rule for the Farm and Ranch Lands Protection Program (FRPP)**

I. AGENCY ROLE AND RESPONSIBILITY - United States Department of Agriculture (USDA) – Natural Resources Conservation Service (NRCS)

In accordance with the NRCS regulations (36 Code of Federal Regulations 650) implementing the National Environmental Policy Act (NEPA), NRCS has completed an environmental review of the following proposed action.

The proposed action is promulgation of the Interim Final Rule for FRPP as required by the Food, Conservation, and Energy Act of 2008 (hereafter referred to as the 2008 Act).

II. NRCS DECISION TO BE MADE

As Chief of the NRCS, I must make the following decision:

1. Develop rules to implement FRPP.

I must also determine if the Agency's preferred alternative (Alternative 2) will or will not be a major Federal action significantly affecting the quality of the human environment. The Programmatic EA accompanying this finding has provided the analysis needed to assess the significance of the potential impacts from the selected alternative. The decision on which alternative is to be implemented and the significance of that alternative's impacts are under Part VI of this finding.

III. PURPOSE AND NEED FOR ACTION

The purpose of the FRPP is to enable NRCS to provide Federal assistance to reduce the conversion of productive farm and ranch land to non-agricultural uses. NRCS' underlying need for action (rule promulgation) is to implement the FRPP according to the statutory requirements mandated by Congress in the 2008 Act. The need to which the program is responding is the need to purchase conservation easements or other interests as authorized by Congress in order to:

- (1) Help protect the Nation's agriculture use related conservation values and provide the food and fiber necessary for the continued welfare of the people of the United States;
- (2) Slow the irrevocable conversion of the Nation's farmland from actual or potential agricultural use to nonagricultural use;
- (3) Maintain the ability of the United States to produce food and fiber in sufficient quantities to meet domestic needs and the demands of our export markets;
- (4) Sustain rural economic stability and development;
- (5) Maintain, restore, and enhance ecosystems; and

- (6) Protect historic landscapes and scenic beauty.

IV. ALTERNATIVES CONSIDERED IN THE PROGRAMMATIC EA

Two alternatives were analyzed in the Programmatic EA and are characterized as follows:

Alternative 1: No Action – No Implementation of FRPP

Alternative 2: Agency Preferred Alternative – FRPP is implemented according to the new 2008 Act requirements under Interim Final Rule developed by NRCS.

V. NRCS' DECISION AND FACTORS CONSIDERED IN THE DECISIONS

Based on the evaluation in the Programmatic EA, I have chosen to select Alternative 2 as the Agency's Preferred Alternative. I have taken into consideration all of the potential impacts of the proposed action incorporated herein by reference from the Programmatic EA and balanced those impacts with considerations of the Agency's purpose and need for action.

In accordance with the Council on Environmental Quality's (CEQ) "40 Most Asked Questions" guidance on NEPA, Question 37(a), NRCS has considered "which factors were weighed most heavily in the determination" when choosing the Agency Preferred Alternative (Alternative 2) to implement. Specifically, I acknowledge that based on the Programmatic EA, potential impacts to soil, water, air, plants, fish and wildlife, and human resources were heavily considered in the decision. As a result, the Agency's Preferred Alternative (Alternative 2) would result in an overall net beneficial impact to the human environment based on all factors considered.

VI. FINDING OF NO SIGNIFICANT IMPACT

To determine the significance of the action analyzed in this Programmatic EA, the Agency is required by NEPA, 40 CFR 1508.27 and NRCS 36 CFR Part 650 to consider the context and intensity of the proposed action. Based on the Programmatic EA, review of the NEPA criteria for significant effects, and based on the analysis in the Programmatic EA, I have determined that the action to be selected, Alternative 2 (Agency Preferred Alternative), would not have a significant effect upon the quality of the human environment. Therefore, preparation of an Environmental Impact Statement (EIS) on the final action is not required under Section 102(2)(c) of the NEPA, CEQ implementing regulations (40 CFR Part 1500-1508, 1508.13), or NRCS environmental review procedures (7 CFR Part 650). This finding is based on the following factors from CEQ's implementing regulations at 40 CFR Part 1508.27 and from NRCS regulations at 7 CFR Part 650:

- 1) The Programmatic EA evaluated both beneficial and adverse impacts of the proposed action. It is anticipated though that Alternative 2 will result in a direct socioeconomic impact by providing funds to farmers to protect valuable farm and ranch lands. It is also anticipated for there to be long term beneficial impacts for environmental resources (i.e., soil, air, water, animals, plants and human resources). Alternative 2 does not result in

significant impacts to the human environment, particularly when focusing on the significant adverse impacts which NEPA is intended to help decisionmakers avoid, minimize, or mitigate. Therefore, there are no significant adverse effects associated with Alternative 2 either directly from this rulemaking action, indirectly, or cumulatively from implementation of FRPP.

- 2) Alternative 2 does not significantly affect public health or safety as discussed in Section 4. The indirect effects associated with the application of conservation practices associated with FRPP easement lands containing Highly Erodible Land are anticipated to provide long term beneficial impacts to improve natural ecosystem functions. Specifically, soil, water, air, fish and wildlife, plants, and cultural resource issues will be improved through selection of Alternative 2.
- 3) As analyzed in Section 4, there are no anticipated significant effects to historic or cultural resources, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas from selection of Alternative 2. NRCS regulations (7CFR Part 650) and policy (GM 420 Part 401) require that NRCS identify, assess, and avoid effects to historic or cultural resources, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas. In accordance with these requirements, it is not anticipated that implementing FRPP would have adverse effects on these resources.
- 4) The effects on the human environment are not considered controversial for Alternative 2. Public comments from 52 Farm Bill Forums were reviewed in preparing the Programmatic EA, and there were no issues raised by the public considered to be controversial.
- 5) Alternative 2 is not considered highly uncertain and does not involve unique or unknown risks. NRCS has implemented FRPP for the previous 11 years as discussed in the Programmatic EA. The 2008 Act will continue along the course of the existing program with minor changes noted in the Programmatic EA. The effects of the conservation practices that may be applied are analyzed from a broad scale national perspective in the Programmatic EA and have been detailed in the practice effects network diagrams incorporated by reference in the Programmatic EA. The conservation practices are also vetted through NRCS practice standards development system. Practice standards are developed based on field application and periodic monitoring, review, and revision as new technologies emerge to ensure they perform as anticipated.
- 6) Alternative 2 will not establish a precedent for future actions with significant effects, nor does it represent a decision in principle about future considerations. The proposed action will be carried out through fiscal year 2012, at which time the Farm Bill will be revised to address the issues relevant at that time.

- 7) Alternative 2 will not result in individually or cumulatively significant impacts on the environment as discussed in Section 4.8. Particularly when focusing on the significant adverse impacts which NEPA is intended to help decisionmakers avoid, minimize, or mitigate, Alternative 2 does not result in significant adverse cumulative impacts to the human environment. Alternative 2 is, however, anticipated to result in beneficial long-term impacts as a result of protection of valuable agricultural lands through the purchase of conservation easements under FRPP.
- 8) Alternative 2 will not cause the loss or destruction of significant scientific, cultural, or historical resources as addressed in Section 4.6 of the Programmatic EA. NRCS follows the procedures developed in accordance with a nationwide programmatic agreement between NRCS, the Advisory Council on Historic Preservation, and the National Conference of State Historic Preservation Officers, which called for NRCS to develop consultation agreements with State Historic Preservation Officers and federally recognized tribes (or their designated Tribal Historic Preservation Officers). These consultation agreements focus historic preservation reviews on resources and locations that are of special regional concern to these parties.
- 9) Alternative 2 will not adversely affect endangered or threatened species, marine mammals, or critical habitat as discussed in Section 4.5 of the Programmatic EA. NRCS regularly consults with the Fish and Wildlife Service and/or National Marine Fisheries Service to ensure these species are not jeopardized or that there are no adverse modifications to designated critical habitat. Alternative 2 may protect, enhance, conserve, and restore endangered and threatened species and their critical habitat through FRPP easements.
- 10) The proposed action does not violate Federal, State, or local law requirements imposed for protection of the environment as noted in Section 4.0 of the Programmatic EA. The major laws identified with the selection of Alternative 2 include the Clean Water Act, Clean Air Act, Magnuson-Stevens Fishery Conservation and Management Act, the Endangered Species Act, National Historic Preservation Act, the Marine Mammal Protection Act, the Executive Order on Environmental Justice, and the Migratory Bird Treaty Act. Alternative 2 is consistent with the requirements of these laws.

Based on the information presented in the attached FRPP Programmatic EA, I find in accordance with CFR Part 1508.13 that the selection of the Preferred Alternative (Alternative 2) is not a Major Federal Action significantly affecting the quality of the human environment requiring preparation of an EIS.


Arlen L. Lancaster

Chief, Natural Resources Conservation Service
U.S. Department of Agriculture

JANUARY 9, 2009
Date

Appendix B4

SIERRA NEVADA CONSERVANCY

PROPOSITION 84 - DETAILED BUDGET FORM

Project Name: Sinnamon Meadows Agricultural Conservation Easement

Applicant: Eastern Sierra Land Trust

SECTION ONE				Project Cost Breakdown			
DIRECT COSTS	Units	Unit Cost	Total Cost	Year One (2013)	Year Two (2014)	Year Three (2015)	Year Four (2016)
Easement Acquisition Funds	1	na	\$325,000.00	\$325,000.00			
Project Management Costs							
Executive Director	80	\$34.00	\$2,720.00	\$2,720.00			
Lands Director	160	\$26.00	\$4,160.00	\$4,160.00			
Baseline & Conservation Planning							
Lands Director	100	\$26.00	\$2,600.00	\$2,600.00			
Project Consultants							
Legal Counsel	40	\$165.00	\$6,600.00	\$6,600.00			
Certified Rangeland Manager	1	na	\$1,284.00	\$1,284.00			
Fees - Escrow, Title, Closing	1		\$5,500.00	\$5,500.00			
Travel/ Meeting Expense	960	\$0.555	\$500.00	\$500.00			
DIRECT COSTS SUBTOTAL:			\$348,364.00	\$348,364.00	\$0.00	\$0.00	\$0.00

SECTION TWO				Project Cost Breakdown			
INDIRECT COSTS	Units	Unit Cost	Total Cost	Year One	Year Two	Year Three	Year Four
Performance Measure Reporting							
Lands Director	8	\$26.00	\$208.00	\$208.00			
Publications, Printing, Public Relations							
Outreach Coordinator	12	\$19.00	\$228.00	\$228.00			
INDIRECT COSTS SUBTOTAL:			\$436.00	\$436.00	\$0.00	\$0.00	\$0.00
PROJECT TOTAL:			\$348,800.00	\$348,800.00	\$0.00	\$0.00	\$0.00

SECTION THREE				Project Cost Breakdown			
Administrative Costs (Costs may not to exceed 15% of total Project Cost) :	Units	Unit Cost	Total Cost	Year One	Year Two	Year Three	Year Four
Accounting	1	na	\$295.00	\$295.00			
Insurance (office)	1	na	\$80.00	\$80.00			
Rent	1	na	\$570.00	\$570.00			
Telephone & Internet	1	na	\$135.00	\$135.00			
Utilities	1	na	\$120.00	\$120.00			
ADMINISTRATIVE TOTAL:			\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$0.00
SNC TOTAL GRANT REQUEST:			\$350,000.00	\$350,000.00	\$0.00	\$0.00	\$0.00

SECTION FOUR				Years Fund Received			
OTHER PROJECT CONTRIBUTIONS				Year One	Year Two	Year Three	Year Four
WCB Easement Funding	1	na	\$550,000.00	\$550,000.00			
NRCS Easement Funding	1	na	\$225,000.00	\$225,000.00			
Stewardship Fund (Landowner)	1	na	\$31,000.00	\$31,000.00			
ESLT staff time	1	var.	\$6,400.00	\$6,400.00			
Easement Appraisal (ESLT)	1	na	\$5,000.00	\$5,000.00			
Total Other Contributions:			\$817,400.00	\$817,400.00	\$0.00	\$0.00	\$0.00

Total
\$325,000.00
\$0.00
\$2,720.00
\$4,160.00
\$0.00
\$2,600.00
\$0.00
\$6,600.00
\$1,284.00
\$5,500.00
\$500.00
\$348,364.00

Total
\$208.00
\$228.00
\$436.00
\$348,800.00

Total
\$295.00
\$80.00
\$570.00
\$135.00
\$120.00
\$1,200.00
\$350,000.00

Total
\$550,000.00
\$225,000.00
\$31,000.00
\$6,400.00
\$5,000.00
\$817,400.00

Restrictions/ Agreements

No documents attached.

Regulatory Requirements/ Permits

A copy of the CEQA Notice of Exemption, as well as the Finding of No Significant Impact for the NRCS Farm & Ranch Land Protection Program (FRPP) easement funding program is provided with the SNC CEQA/NEPA Compliance Form. No other permits or agreements are necessary for the completion of this project.



NOTICE OF EXEMPTION

FILED

OCT 10 2012

LYNDA ROBERTS
MONO COUNTY CLERK

mc 12-28

TO: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☒ County Clerk / County of Mono
PO Box 237
Bridgeport, CA 93517

FROM: Mono County Community Development Department
PO Box 347
Mammoth Lakes, CA 93546

Project Title: Sinnamon Meadows Conservation Easement

Project Applicant: Eastern Sierra Land Trust

Project Location – Specific: The property is located along the Dunderberg-Green Creek Road west of US 395, and south of the community of Bridgeport. The property includes portions of Sections 16, 19, 20, 21, and 28, all in Township 3 North, Range 25 East M. D. B. & M. in the County of Mono, State of California.

Project Location - City: South of Bridgeport, CA **Project Location - County:** Mono County

Description of Nature, Purpose, and Beneficiaries of Project:

The Sinnamon Ranch Conservation Easement project will result in the purchase of a conservation easement by the Eastern Sierra Land Trust on 1240 acres of privately owned mountain meadow pasture, rangeland, and forest located southwest of Conway Summit in Mono County, California (APN 11-170-18, 11-170-07, 11-170-03, 11-220-01). This project will important wildlife habitat, including critical habitat for the bi-state greater sage grouse and Sierra Nevada bighorn sheep, as well as scenic and agricultural resources.

Name of Public Agency Approving Project: Mono County

Exempt Status: (check one)

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ **Categorical Exemption. State type and section number: Cat. Ex., Class 17, Sec. 15317 & Class 25, Sec. 15325**

☐ Statutory Exemptions. State code number:

Reasons why project is exempt:

A class 17 section 15317 exemption allows for the acceptance of easements or fee interests in order to maintain the open space character of the area and a class 25 section 15325 exemption allows for the transfer of ownership of interests in land in order to preserve open space, habitat, or historical resources. The Sinnamon Ranch Conservation Easement project will result in the purchase of a conservation easement by the Eastern Sierra Land Trust on 1,240 acres of privately owned meadow

pasture, upland rangeland, and forest, located southwest of Conway Summit in Mono County, California (APN 11-170-18, 11-170-07, 11-170-03, 11-220-01).

Using a permanent conservation easement, this project will preserve 1,240 acres of high elevation irrigated meadow pasture, aspen groves, and important sagebrush scrub and conifer forest habitats. The project site is located above 8,000 feet in elevation near the popular recreation destination of Virginia Lakes in the Eastern Sierra of California. This project will aid in the protection of threatened working landscapes, leaving the privately owned property available for continued grazing, while also including restrictions that will ensure the protection and long term health of important natural and scenic resources.

This property has been specifically identified as a high priority for preservation with a conservation easement by a multi-agency planning process for the conservation of the Bi-state population of greater sage-grouse, which has been determined to warrant listing by the U.S. Fish & Wildlife Service under the Endangered Species Act. In addition, according to USFWS the property is adjacent to critical habitat for the Sierra Nevada bighorn sheep (Federal/State Endangered) as described in their Species Recovery Plan. The California Department of Fish & Game (DFG) has determined that the property provides suitable habitat for the Sierra Nevada yellow-legged frog, Pacific fisher, California wolverine, and Sierra Nevada red fox, all of which are species of special concern.

The property contains natural springs, wetlands, and significant reaches of both Dunderberg and Dog Creeks, both of which are tributaries to the East Walker River. The parcels are also adjacent to public lands administered by the Bureau of Land Management and Humboldt-Toiyabe National Forest. This project will preserve highly scenic views of the Sierra Nevada and Bodie Hills regions over the property from publicly accessible roads and trails.

This conservation easement will protect these important resources by prohibiting subdivision, mineral extraction, and ensure that the extensive water rights tied to the land continue to be utilized to maintain the conservation values of the property.

Lead Agency: Mono County Community Development Department

Contact Person: Gerry LeFrancois, Principal Planner

Area Code/Telephone/Extension: (760) 924-1800

Signature:  Date: 10/9/12 Title: Principal Planner

☒ Signed by Lead Agency

☐ Signed by Applicant

Sinnamon Meadows

June 2012

Legend

Subject Property

CDFG

BLM

USFS

N

0 0.25 0.5 Miles



EASTERN
SIERRA
LAND TRUST

CEQA/NEPA Compliance Form

(California Environmental Quality Act & National Environmental Policy Act)

Instructions: All applicants, including federal agencies, must complete the CEQA compliance section. Check the box that describes the CEQA status of the proposed project. You must also complete the documentation component and submit any surveys, and/or reports that support the checked CEQA status. NOTE: There is no page limit requirement on this form. You may use the space you need to fully describe the CEQA/NEPA status of this project.

If NEPA is applicable to your project, you must complete the NEPA section in addition to the CEQA section. Check the box that describes the NEPA status of the proposed project. Complete the documentation component and submit any surveys, and/or reports that support the NEPA status.

For both CEQA and NEPA, submittal of permits is only necessary if they contain conditions providing information regarding potential environmental impacts.

CEQA STATUS

(All applicants must complete this section)

Check the box that corresponds with the CEQA compliance for your project. The proposed action is either "Not a Project" under CEQA; is Categorical Exempt from CEQA; or requires a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report per CEQA.

☐ **"Not a Project" per CEQA**

1. Describe how your project is "Not a Project" per CEQA:

2. If appropriate, provide documentation to support the "Not a Project" per CEQA status.

☒ **Categorical Exemption or Statutory Exemption**

If a project is categorically exempt from CEQA, all applicants, including public agencies that provide a filed Notice of Exemption, are required to provide a clear and comprehensive description of the physical attributes of the project site, including potential and known special-status species and habitat, in order for the SNC to make a determination that the project is exempt. A particular project that ordinarily would fall under a specific category of exemption may require further CEQA review due to individual circumstances, i.e., it is within a sensitive location, has a cumulative impact, has a significant effect on the environment, is within a scenic highway, impacts an historical resource, or is on a hazardous waste site. Potential cultural/archaeological resources must be noted, but do not need to be specifically listed or mapped at the time of application submittal. Backup data informing the exemption decision, such as biological surveys, Cultural Information Center requests, research papers, etc. should accompany the full application. Applicants anticipating the SNC to file an exemption are encouraged to conduct the appropriate surveys and submit an information request to an office of the California Historical Resources Information System (CHRIS).

1. Describe how your project complies with the requirements for claiming a Categorical or Statutory Exemption per CEQA:

As a conservation easement project that will preserve open space and habitat this project is exempt from CEQA under both Class 17, Section 15317 and Class 25, Section 15325 of the California Code of Regulations.

2. If your organization is a state or local governmental agency, submit a signed, approved Notice of Exemption (NOE) documenting the use of the Categorical Exemption or Statutory Exemption, along with any permits, surveys, and/or reports that have been completed to support this CEQA status. The Notice of Exemption must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

A NOE provided by the Mono County Community Development Department has been recorded with the County Clerk, a copy is included with this application.

3. If your organization is a nonprofit or federal agency, there is no other California public agency having discretionary authority over your project, and you would like the SNC to prepare a NOE for your project, let us know that and provide any permits, surveys, and/or reports that have been completed to support the CEQA status.

NOE completed by Mono County.

-
- ☐ **Negative Declaration OR**
☐ **Mitigated Negative Declaration**

If a project requires a Negative Declaration or Mitigated Negative Declaration, then applicants must work with a qualified public agency, i.e., one that has discretionary authority over project approval or permitting, to complete the CEQA process.

1. Describe how your project complies with the requirements for the use of a Negative Declaration or a Mitigated Negative Declaration per CEQA:

2. Submit the approved Initial Study and Negative Declaration/Mitigated Negative Declaration along with any Mitigation Monitoring or Reporting Plans, permits, surveys, and/or reports that have been completed to support this CEQA status. The IS/ND/MND must be accompanied by a signed, approved Notice of Determination, which must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

☐ **Environmental Impact Report**

If a project requires an Environmental Impact Report, then applicants must work with a qualified public agency, i.e., one that has discretionary authority over project approval or permitting, to complete the CEQA process.

1. Describe how your project complies with the requirements for the use of an Environmental Impact Report per CEQA:

2. Submit the Draft and Final Environmental Impact Report along with any Mitigation Monitoring or Reporting Plans, permits, surveys, and/or reports that have been completed to support this CEQA status. The EIR documentation must be accompanied by a signed, approved Notice of Determination, which must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

NEPA STATUS

(Applicable to federal applicants, some tribal organizations, and applicants receiving federal funding or conducting activities on federal lands)

Check the box that corresponds with the NEPA compliance for your project.

☐ **Categorical Exclusion**

1. Describe how your project complies with the requirements for claiming a Categorical Exclusion per NEPA:

2. Submit the signed, approved Decision Memo and Categorical Exclusion, as well as documentation to support the Categorical Exclusion, including any permits, surveys, and/or reports that have been completed to support this NEPA status:

☒ **Environmental Assessment & Finding of No Significant Impact**

1. Describe how your project complies with the requirements for the use of an Environmental Assessment and Finding of No Significant Impact per NEPA:

This project does not occur on federal lands, however it is expected that federal funding will be received from NRCS. NRCS has completed a programmatic Environmental Assessment and completed a Finding of No Significant Impact for the Farm and Ranch Lands Protection Program.

2. Submit the signed, approved Environmental Assessment and Finding of No Significant Impact along with any permits, surveys, and/or reports that have been completed to support this NEPA status.

FONSI included with application materials.

☐ **Environmental Impact Statement**

1. Describe how your project complies with the requirements for the use of an Environmental Impact Statement per NEPA:

2. Submit the Draft and approved, Final Environmental Impact Statement, along with the Record of Decision and any permits, surveys, and/or reports that have been completed to support this NEPA status.

Letters of Support

This project is widely supported by the community; the following letters of support are included with this application.

1. George Milovich, Agricultural Commissioner, Inyo and Mono Counties
2. Alisa Ellsworth, Environmental Scientist, California Department of Fish & Game
3. Tim Hansen, Supervisor, District Four of Mono County
4. Kenneth E. Mayer, Co-Chairman, Bi-State Sage-grouse Executive Oversight Committee



Counties of Inyo & Mono



George L. Milovich
Agricultural Commissioner
Director of Weights and Measures
207 W. South Street, Bishop, CA 93514
Telephone - (760) 873-7860 Fax - (760) 872-1610
<http://www.InyoMonoAgriculture.com>
E-mail - InyoMonoAg@gmail.com

September 17, 2012

Eastern Sierra Land Trust
P.O. Box 755
Bishop, CA 93515

Subject: Sinnamon Meadows Conservation Easement Project

To Whom It May Concern:

As Agricultural Commissioner for both Inyo & Mono Counties, I am familiar with the Sinnamon Meadows property located south of Bridgeport. This land has been utilized as high elevation summer pasture for livestock dating back more than a century.

The livestock production supported by the property is both an asset to the local economy and an enhancement to the resources with low impact seasonal cattle grazing. The environmental benefits of retaining this private land for grazing use are significant since agricultural practices such as irrigation and control of invasive plant species serve to enhance the quality of the habitat for wildlife species such as greater sage grouse.

Finally, the overall health of the region is well serviced by not only retaining agricultural productivity but by adding to the cultural heritage, its scenic beauty and its diversity.

If I can be of further assistance do not hesitate to contact this office..

Sincerely,

George Milovich

Agricultural Commissioner
Inyo & Mono Counties



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND GAME
Inland Deserts Region (IDR)
407 W. Line Street
Bishop, CA 93514
(760) 872-1171
(760) 872-1284 FAX
www.dfg.ca.gov

EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director



September 12, 2012

Aaron Johnson
Lands Director
Eastern Sierra Land Trust
P.O. Box 755
Bishop, CA 93515

Subject: Sinnamon Meadows Conservation Easement Project

To Whom It May Concern:

The California Department of Fish and Game (Department) strongly supports the Eastern Sierra Land Trust in pursuing grant funding to complete the acquisition of an agricultural conservation easement on the 1,240 acre Sinnamon Meadows property located south of the Bridgeport Valley in Mono County, California. This property is recognized by the Department as a regional conservation priority.

The project will protect important habitat for the Bodie Hills Population Management Unit of greater sage grouse, a species that is under consideration for listing by the U.S. Fish and Wildlife Service under the Federal Endangered Species Act and identified as a Species of Special Concern by the Department. The wet meadows on the property are high quality brood rearing and late summer habitat for these birds. This location has been specifically identified as a high priority for protection in the *Bi-State Action Plan for Conservation of the Greater Sage-Grouse Bi-State Distinct Population Segment* prepared by the Bi-State Technical Advisory Committee of Nevada and California on March 15, 2012.

The property has also been identified as important habitat for a number of special status species, including Sierra Nevada bighorn sheep (State and Federal endangered), Sierra Nevada yellow-legged frog (State threatened), Sierra Nevada red fox (State endangered), wolverine (State threatened), and Pacific fisher (State candidate for listing). Protection of this property with a conservation easement will prevent it from being developed in ways that would have a negative impact on important wildlife resources. Furthermore, a conservation easement may allow for management opportunities that could improve habitat for wildlife species. For example, flood irrigating meadows and re-building fencing using wildlife friendly designs would greatly improve habitat for sage grouse. In addition, eliminating domestic sheep grazing would reduce the potential for deadly disease transmission to Sierra Nevada bighorn sheep.

The Department supports important projects like these that are critical to conserving the wildlife resources of the Eastern Sierra. Thank you for the opportunity to comment on this important project.

Sincerely, ~

A handwritten signature in black ink that reads "Alisa Ellsworth". The signature is written in a cursive, flowing style.

Alisa Ellsworth
Environmental Scientist
Inland Deserts Region



BOARD OF SUPERVISORS COUNTY OF MONO

**TIM HANSEN
SUPERVISOR – DISTRICT
FOUR**

P.O. BOX 287
LEE VINING, CA 93541
(760) 932-5532 OFFICE
(760) 937-3290 CELL
(760) 932-5531 FAX
THANSEN@MONO.CA.GOV

October 9, 2012

Eastern Sierra Land Trust
P.O. Box 755
Bishop, CA 93515
Subject: Sinnamon Meadows Conservation Easement Project

To Whom It May Concern:

The Sinnamon Meadows conservation easement project is located in my supervisorial district and I am well acquainted with the agricultural and natural resources found on this property. I am in support of preserving such lands, especially through the mechanism of an agricultural easement, which allows the landowner to maintain and control his operations. This tool also keeps the property on the county tax rolls.

This property supports livestock production that is an asset to the local economy and is consistent with other land uses in the area. The environmental benefits of retaining this private land for grazing use are significant since agricultural practices such as irrigation and control of invasive plant species serve to enhance the quality of the habitat for wildlife species such as the Bi-State sage-grouse.

If I can be of further assistance do not hesitate to contact me.

Sincerely,

Tim Hansen
District 4 Supervisor
Mono County



Brian Sandoval
Governor

STATE OF NEVADA
DEPARTMENT OF WILDLIFE

1100 Valley Road
Reno, Nevada 89512
(775) 688-1500 • Fax (775) 688-1595

KENNETH E. MAYER
Director

RICHARD L. HASKINS, II
Deputy Director

PATRICK O. CATES
Deputy Director

September 28, 2012

Ms. Karen Ferrell-Ingram, Executive Director
Eastern Sierra Land Trust
P.O. Box 755
Bishop, CA 93515

Subject: Sinnamon Meadows Conservation Easement Project

Dear Executive Director Ferrell-Ingram:

The Bi-State Executive Oversight Committee for Conservation of Greater Sage-grouse strongly supports Eastern Sierra Land Trust in pursuing grant funding to protect the 1,240 acre Sinnamon Meadows property located south of the Bridgeport Valley in Mono County, California.

In March 2010 the U.S. Fish and Wildlife Service (USFWS) determined that the Bi-State Sage-grouse (*Centrocercus urophasianus*) as a Distinct Population Segment (DPS) deserving protection as Warranted but Precluded Threatened Species under the Federal Endangered Species Act (ESA). The Bi-State Sage-grouse population, listed as Species of Special Concern by California Department of Fish and Game, comprises a unique meta-population of sage-grouse occurring within eight counties of western Nevada and eastern California (CA). The population was found to be "precluded", because of higher priority species. The USFWS was subsequently sued to force implementation of the listing decision. In an effort to settle the lawsuit, the USFWS agreed to make a final determination on the status by September 2014. If the Bi-State Sage-grouse is actually listed under the ESA, it will have a significant effect on recreation, livestock grazing, mining, roads, highways, power transmission lines, ranching and/or any activity that may affect its habitat. Accordingly, since the March 2010 decision, there has been a tremendous coordinated multi-jurisdictional federal, state, and local effort to conserve the Bi-State Sage-grouse population and its habitat. It has been recognized by the USFWS that private agricultural lands are crucial to the long-term conservation and persistence of the Bi-State Sage-grouse DPS, because the sage-grouse in this area rely significantly upon privately maintained irrigated wet meadows to raise their broods. And because these private lands are at great risk of being lost, converted or degraded through incompatible management, the USFWS has determined this fact to be one of the top three threats. Thus, it is essential that these private lands be protected through conservation easements. Conservation easements are an important tool that can play a significant role in protecting essential and irreplaceable sage-grouse habitat on into the future. This assurance of protection will be key in the final listing decision by the USFWS.

The Sinnamon Meadows property will protect important habitat for the Bi-State population of greater sage-grouse. The wet meadows and irrigated rangeland on the property is high quality brood rearing and late summer habitat for these birds. This location has been specifically identified as a high priority for protection with a conservation easement in the *Bi-State Action Plan for Conservation of the Greater Sage-Grouse Bi-State Distinct Population Segment* prepared by the Bi-State Technical Advisory Committee of Nevada and California on March 15, 2012.

The property has also been identified as important habitat for a number of other species of importance including the Sierra Nevada bighorn sheep (*Ovis canadensis sierra*) which is listed as an endangered species under both the CA State and Federal Endangered Species Acts, Sierra Nevada yellow-legged frog (*Rana sierra*) a CA State listed threatened species, Sierra Nevada red fox (*Vulpes vulpes necator*) a CA State "extremely endangered" species, as well as Pacific fisher (*Martes pennant pacifica*) considered a candidate for listing at both the CA State and Federal levels, and Wolverine (*Gulo gulo*) a CA State threatened species.

Protection of this valuable property with a conservation easement will prevent it from being developed in ways that would have a negative impact on the important resources associated with the land. By preserving economically important agricultural operations on these lands, the imperiled sage-grouse will greatly benefit.

Thank you for the opportunity to comment on this important conservation project and I hope you support the establishment of the conservation easement.

Sincerely,



Kenneth E. Mayer, Co-Chairman
Bi-state Sage-grouse Executive Oversight Committee

Long-Term Management Plan

As described in the Narrative section of this grant application, the long-term management of this large private property will be focused on the continued use and maintenance of the land as seasonal pasture grazed by livestock, and the protection of the natural resources that have been maintained alongside this historical land use. Once preserved with a permanent conservation easement, future activities on the property will be forever restricted to those compatible with the terms established in the easement.

Recognizing the important natural resources on the property the landowner has agreed to work with ESLT to develop an adaptive management plan linked to the easement document that will identify desirable practices selected to enhance the agricultural productivity of the land as well as the natural and wildlife habitat values. Utilizing technical assistance programs available to private landowners this management plan will benefit from science-based recommended conservation practices that are customized to the property and designed to improve the quality of the livestock forage, protect and enhance key wildlife habitats, as well as air and water quality. This adaptive management plan is being prepared collaboratively to include recommendations from the recently completed Bi-State Action Plan for Conservation of the Greater Sage-Grouse Bi-State Distinct Population Segment, NRCS Conservation Technical Assistance (CTA) and Working Lands for Wildlife (WLFW) programs, as well as input from local biologists with DFG and BLM. Due to the collaborative nature of this plan, as well as required fieldwork, the plan has been identified as a deliverable in the Work Plan for completion by July 2013.

Attachments:

1. Sinnamon Meadows Adaptive Management Plan, Table of Contents
2. Excerpts from the *Bi-State Action Plan for Conservation of the Greater Sage-Grouse Bi-State Distinct Population Segment*, March 15, 2012.
3. NRCS Working Lands for Wildlife – Greater Sage-Grouse Program Brochure
4. NRCS Conservation Plan Information Brochure

SINNAMON MEADOWS AGRICULTURAL CONSERVATION EASEMENT ADAPTIVE MANAGEMENT PLAN

[Date]

TABLE OF CONTENTS

Section

1.0 INTRODUCTION

- 1.1 Background and Methodology
- 1.2 Project Summary
- 1.3 Plan Purposes and Uses
- 1.4 Baseline Conditions Report

2.0 RANGELAND RESOURCES & RANCH OPERATIONS

- 2.1 Rangeland Resources
- 2.2 Ranch Operations

3.0 NATURAL RESOURCES

- 3.1 Habitat Areas
 - a. Plant Communities
 - b. Noxious Plants
 - c. Wildlife
- 3.2 Water Resources

4.0 PLAN IMPLEMENTATION

- 4.1 Conservation Objectives
- 4.2 Implementation Practices
 - a. Livestock Grazing Management
 - b. Natural Resources Management
 - c. Water Resources Management

5.0 PLAN MONITORING

6.0 REFERENCES

Report Preparers
Table of NRCS Conservation Practice Standards
Exhibits

Excerpts from the *Bi-State Action Plan for Conservation of the Greater Sage-Grouse Bi-State Distinct Population Segment*, March 15, 2012

Section 7: Bi-State Strategic Action Plan

7.4 Minimize and Eliminate Risks

Objective: Substantially reduce or eliminate potential risks to greater sage-grouse populations and habitats in the Bi-State Plan area.

Urbanization

Action MER2-7: Secure a conservation easement or agreement for Sinnamon Meadows to maintain brood rearing/late summer habitat values in the western portion of the Bodie PMU (p. 88).

Infrastructure and Human Disturbance

Strategy MER3: Implement site-specific conservation measures designed to minimize or eliminate risks associated with existing infrastructure and human disturbance in the Bi-State area (p. 89).

Action MER3-4: Evaluate existing fences in the Bodie PMU for fence strike hazards.

Remove extraneous fences or mark existing fences with flight diverters to deter fence strikes in areas where fence strike hazards are documented (p. 89).

7.5 Habitat Improvement and Restoration

Objective: Implement habitat improvement and restoration projects designed to ensure the long-term viability of greater sage-grouse populations within the Bi-State Plan area (p. 93).

Strategy HIR1: Continue to implement on-going habitat improvement and restoration projects on public and private lands in the Bi-State area (p. 93).

Action HIR1-5-B: Continue to manage permitted livestock grazing to maintain current nesting habitat quality in the Bodie Hills breeding complex in the Bodie PMU (p. 94).

Working Lands for Wildlife

WLFW

USDA NRCS
United States Department of Agriculture
Natural Resources Conservation Service



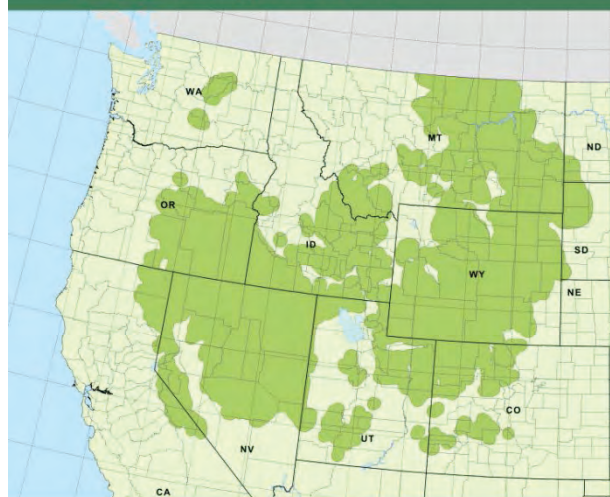
Greater Sage-Grouse

Listing Status: Candidate

**California, Colorado, Idaho, Montana,
Nevada, North Dakota, South Dakota,
Oregon, Utah, Washington, Wyoming**

Focal Area Map

Greater Sage-Grouse



Background

The greater sage-grouse (*Centrocercus urophasianus*), an iconic ground-dwelling bird native to the arid sagebrush plains of the American West, has experienced significant population declines over the last fifty years, making it a candidate for protection under the Endangered Species Act. The population declines have resulted from habitat loss and fragmentation associated with land conversion, energy development, urbanization, wildfire, conifer encroachment, and invasive species.

Although sage-grouse occupy extremely large landscapes (186 million acres), a quarter of all sage-grouse live within 4 percent of the range (7 million acres), and 75 percent of birds are concentrated within 27 percent (50 million acres) of their distribution. In 2010, the NRCS launched the Sage-Grouse Initiative (SGI) to strategically focus conservation efforts to maximize biological benefits to sage-grouse populations. Conservation activities include establishing conservation easements to prevent working ranches from being subdivided; implementing sustainable grazing systems to improve hiding cover for birds; removing invasive conifers from grasslands to allow birds to re-colonize otherwise suitable habitat; and marking or moving “high-risk” fences near breeding sites to reduce bird collisions. The Sage-Grouse Initiative capitalizes on the strong link between management required to support healthy sage-grouse habitat and sustainable ranching operations.

In August 2010, NRCS and the United States Fish and Wildlife Service completed a Conference Report on the sage-grouse. The Conference Report gives certainty to landowners that implementing conservation practices to restore and enhance sage-grouse habitat will be in compliance with the Endangered Species Act. NRCS is working to ensure that landowner contributions to sage-grouse conservation are considered in future listing decisions, with the hope of reducing the need to list the bird altogether. Working Lands for Wildlife will provide additional, targeted financial and technical support.

Resource Concern	Total Acres Needing Treatment
Fish and Wildlife Habitat degradation, inadequate habitat	TBD
Degraded Plant Condition Inadequate structure and composition	TBD

Goals / Objectives

Healthy working rangelands are key to conserving this species. Partnering with ranchers and using win-win conservation solutions that benefit grazing lands and sage-grouse habitat. Working Lands for Wildlife seeks to proactively conserve the species and keep populations healthy enough to avoid an Endangered Species Act listing.

Greater Sage-Grouse

Actions

- Establish conservation easements to prevent large and intact working ranches from being converted into subdivisions.
- Remove encroached conifers, improving habitat for sage-grouse and other wildlife and increasing forage availability for livestock.
- Improve grazing systems management, increasing rangeland plant diversity, cover for birds and forage availability for livestock.
- Identify and mark fences where sage-grouse collisions are likely reduce accidental mortality caused by fence strikes.
- Increase connectivity of existing core habitat.
- Improve weed and invasive species management.
- Restore and promote healthy, productive springs and seeps.

Core Practices	384 Forest Slash Treatment	516 Pipeline
645 Upland Wildlife Habitat Management	388 Irrigation Field Ditch Irrigation System	528 Prescribed Grazing
	390 Riparian Herbaceous Cover	533 Pumping Plant
Supporting Practices	394 Firebreak	548 Grazing Land Mechanical Treatment
314 Brush Management	410 Grade Stabilization Structure	550 Rangeland Planting
315 Herbaceous Weed Control	430AA-GG Irrigation Water Conveyance-Pipeline	560 Access Road
327 Conservation Cover	441 Irrigation System, Micro Irrigation	574 Spring Development
328 Conservation Crop Rotation	442 Irrigation System, Sprinkler System	614 Watering Facility
338 Prescribed Burning	443 Irrigation System, Surface and Subsurface	642 Water Well
340 Cover Crop	449 Irrigation Water Management	643 Restoration and Management of Rare and Declining Habitats
342 Critical Area Planting	472 Access Control	644 Wetland Wildlife Habitat Management
378 Pond	500 Obstruction Removal	654 Road/Trail/Landing Closure and Treatment
380 Windbreak/Shelterbelt Establishment	511 Forage Harvest Management	734 Fish and Wildlife Structure
382 Fence	512 Forage and Biomass Planting	

Outcomes and Impacts

Working Lands for Wildlife will enhance NRCS' ongoing conservation efforts to support sage-grouse recovery by strategically focusing resources to promote healthy grazing lands management. Anticipated long-term outcomes of this initiative are: improved rangeland health; greater connectivity of core sage-grouse habitat; and stabilization and recovery of sage-grouse populations.

Additional species benefiting in this focal area are: wild turkey, pronghorn antelope, mourning dove, rabbit, trout, and black bear.



What is a Conservation Plan?

A conservation plan is a voluntary, site-specific comprehensive, and action oriented, document containing natural resource information and record of decisions made by you the client. It describes the schedule of operations and activities needed to solve the identified natural resource problems. The conservation plan is a guide to help the landowner manage his/her operation. It is also a tool that helps manage your land's profitability while protecting, conserving, and enhancing your natural resources such as soil, water, air, plants, and animals. A conservation plan, when completed, will provide alternatives and describe each of the conservation practices you may select to manage the natural resources on your farm to meet your goals, and objectives. Developing a conservation plan is voluntary and relies upon you making decisions and implementing the plan.

The Conservation Planning Process consists of nine steps divided into three phases. Completing the Farmland Conservation Planning Workbook is part of the first step in fact gathering needed to complete your conservation plan. After completing the Workbook, a conservation planner will still need to make one or more visits to your farm to collect specific information needed to complete your conservation plan.

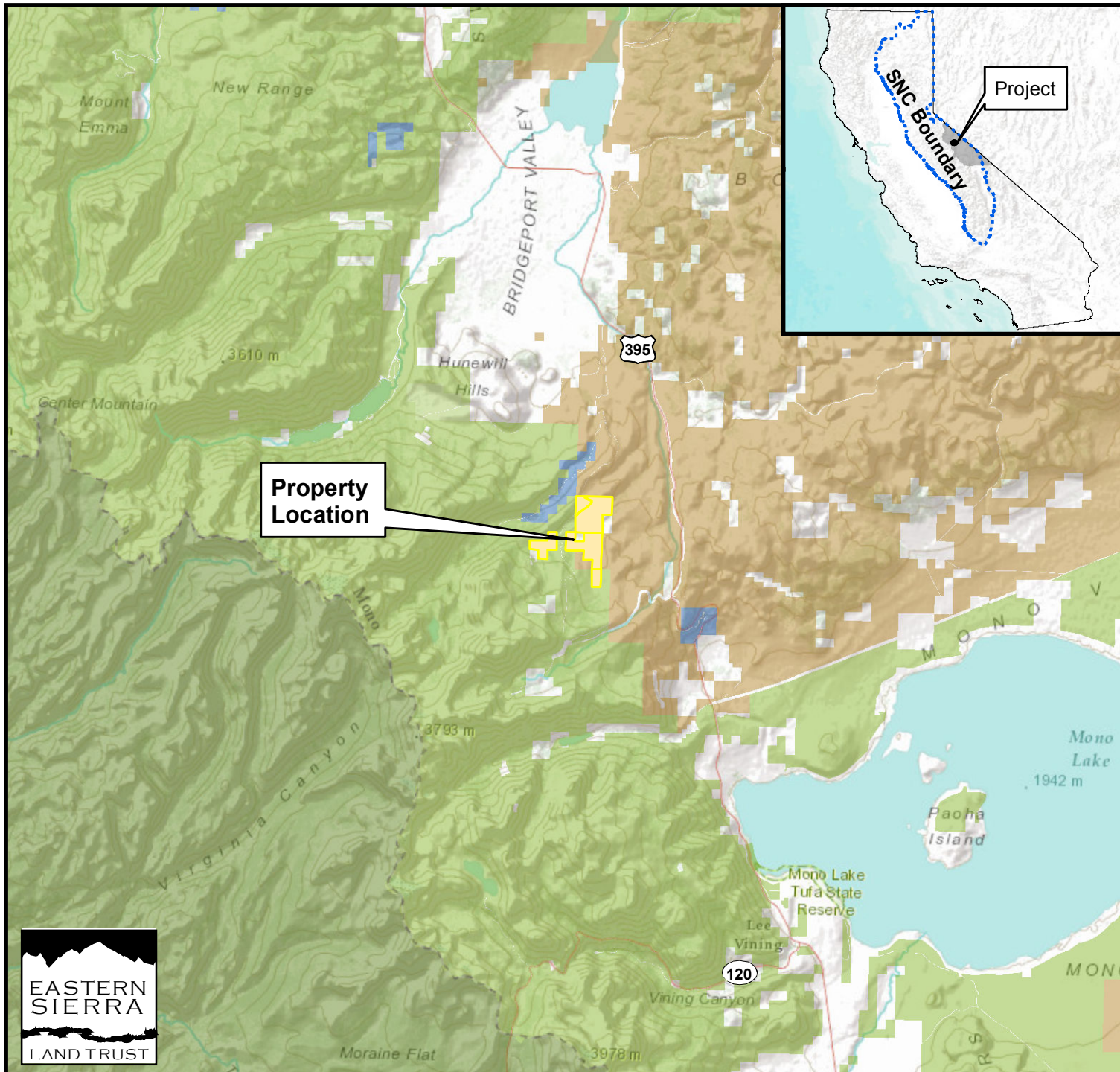
After completing this workbook, please call your local NRCS or Soil Conservation District office so that you may begin to work together with a conservation planner.

The location and telephone number of your nearest USDA Service Center is on the Nevada NRCS Web Site www.nv.nrcs.usda.gov or in the phone book under United States Department of Agriculture.

Potential benefits of implementing a conservation plan on your land:

- ▶ Increase in economic return on the operation
- ▶ Improve soil quality and plant production
- ▶ Increase irrigation water efficiency for your crops and grazing land
- ▶ Ensure better natural resource quality for you, your animals and your land
- ▶ Increase your property value
- ▶ Enhance open space and wildlife habitat
- ▶ Improve animal health
- ▶ Prevent off-farm impacts
- ▶ Contribute to plant health and vigor
- ▶ Make your land more attractive and promote good neighbor relations
- ▶ Improve chances of funding through Farm Bill Programs





Sinnamon Meadows Agricultural Conservation Easement Project

Project Location Map

Sierra Nevada Conservancy
FY 2012-13

October 2012

- Property
- CDFG
- BLM
- USFS
- NPS



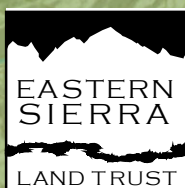
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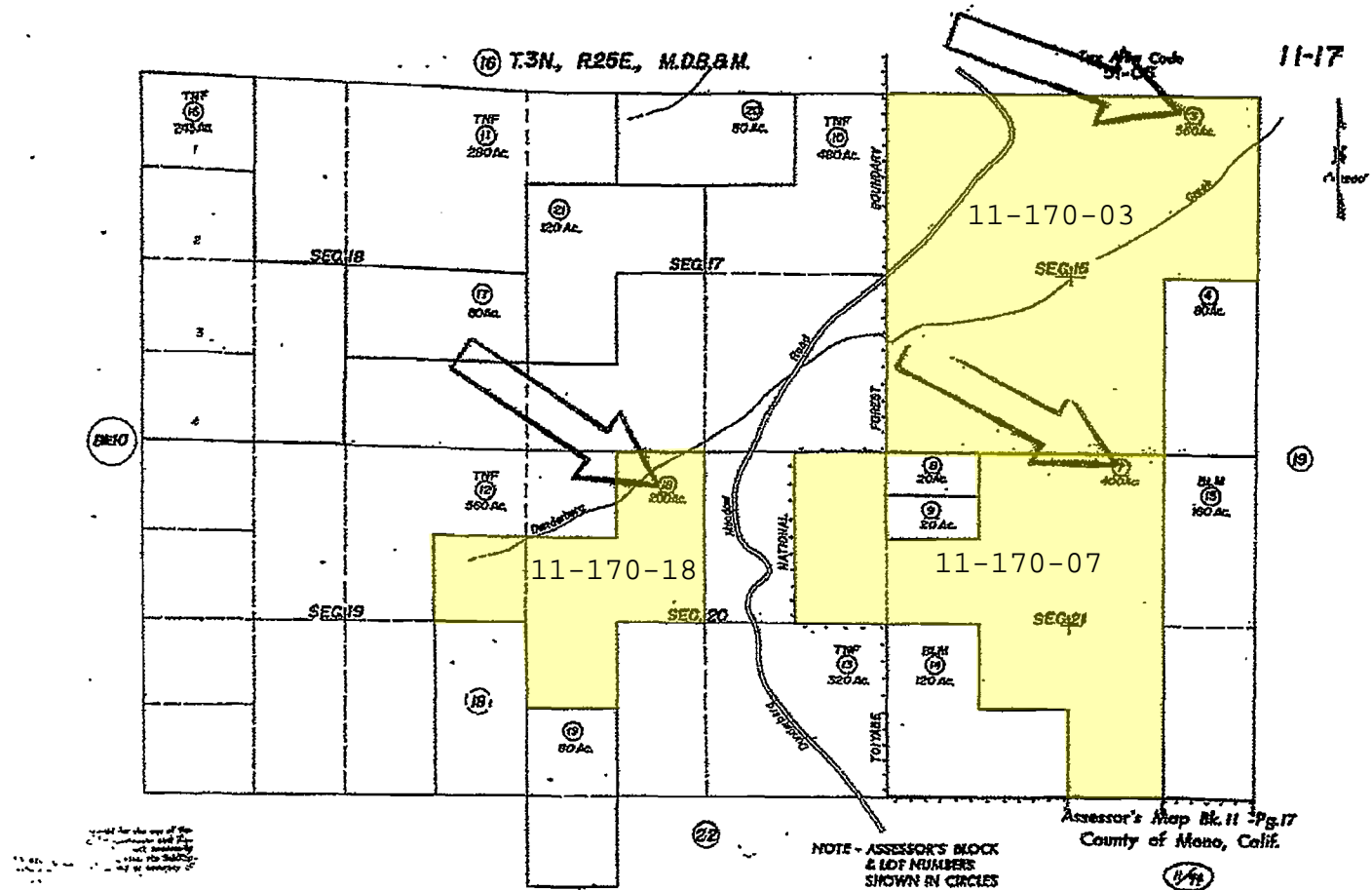
North American Datum of 1983 (NAD 83)
Universal Transverse Mercator, Zone 11

Sources: Mono County, US Geological
Survey, ESRI Basemap Topographic

Map by: Aaron Johnson, 10.9.12
ESRI ArcGIS Software



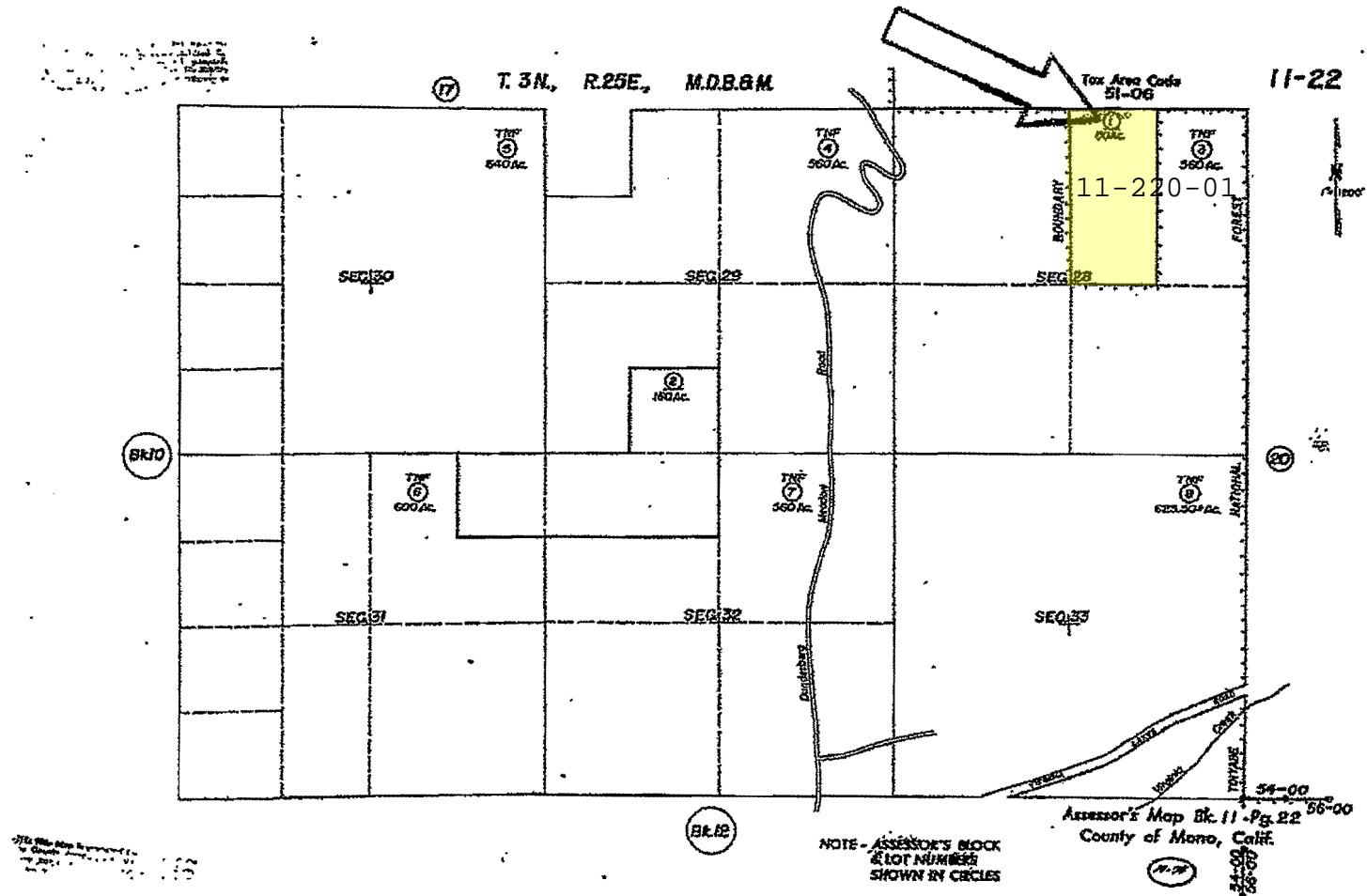
Parcel Map #1:



This map is for informational purposes only. It is not a legal document and should not be used as evidence in any court of law. The map is subject to change without notice.

INYO-MONO TITLE COMPANY

Parcel Map #2:



INYO-MONO TITLE COMPANY





This is not a warranty of title, but is for information only, nor is it a part of the report or policy to which it may be attached.

Sinnamon Meadows Agricultural Conservation Easement Project

Topographic Map

Sierra Nevada Conservancy
FY 2012-13

October 2012

-  Parcels
-  CDFG
-  BLM
-  USFS



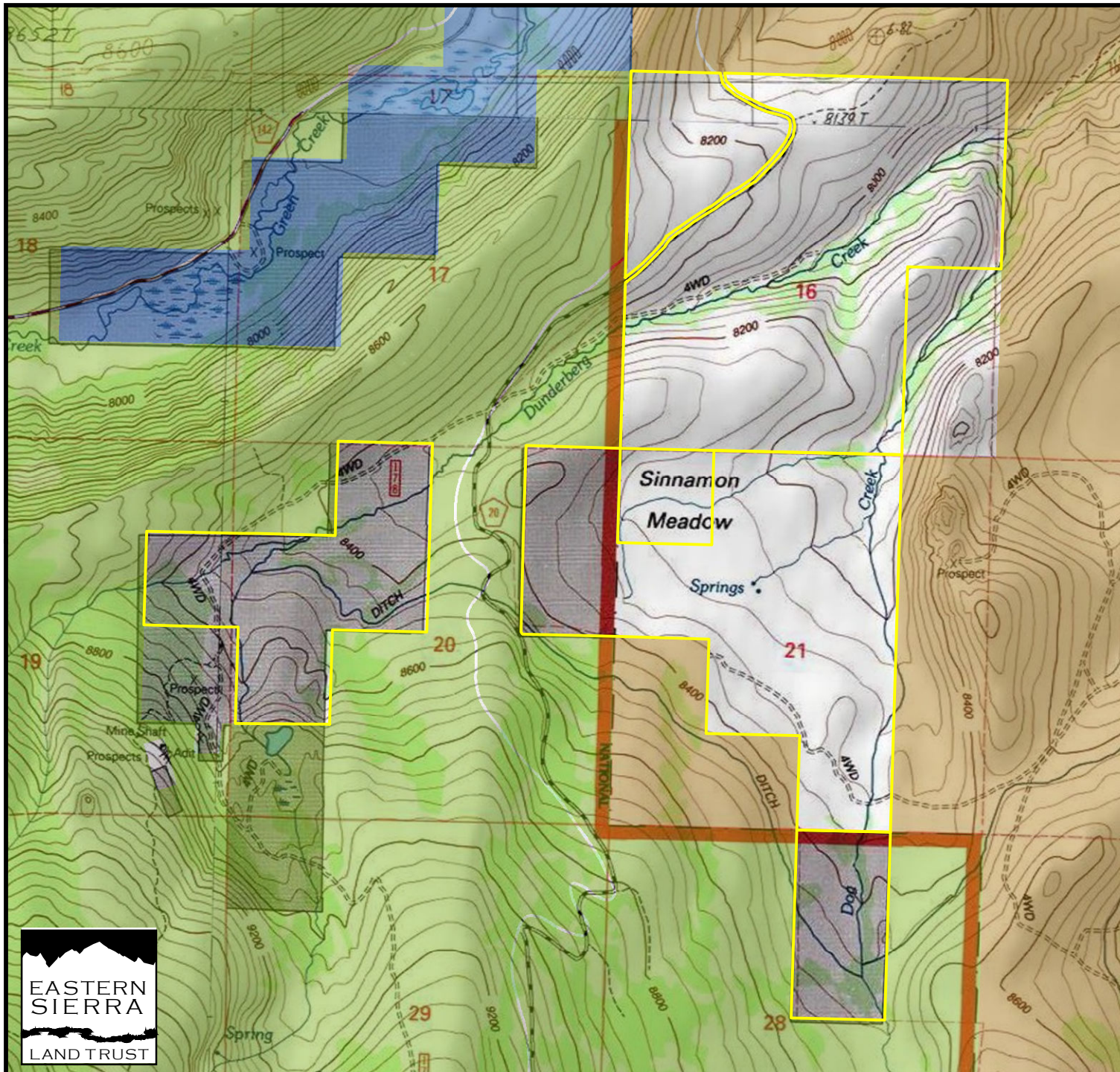
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Scale: 1:24,000

North American Datum of 1983 (NAD 83)
Universal Transverse Mercator, Zone 11

Sources: Mono County, US Geological
Survey

Map by: Aaron Johnson, 10.9.12
ESRI ArcGIS Software



Photos of the Project Site



1. Spring located on Sinnamon Meadows supporting adjacent emergent wetlands and contributing the majority of the flow the Dog Creek.



2. Cattle grazing on the Dunderberg meadow (western) portion of the property. Main public road that bisects the property shown at lower left.



3. View over the large Sinnamon meadows property looking east towards the Bodie Hills from a popular campsite located on adjacent public lands.



4. Wildlife (mule deer) utilizing the property as habitat during fall colors.



5. Dunderberg creek flows across the property and provides water for irrigation of the extensive meadow pastures on the site.



6. Fall color on the property, which includes extensive irrigated meadow, sagebrush scrub, as well as aspen and coniferous forest cover.

Eastern Sierra Land Trust
Sinnamon Meadows Agriculture Conservation Easement



7. Productive meadow pasture shown in early summer, important brood rearing habitat for sage grouse. Kavanaugh ridge above to the west has been documented to be used by endangered bighorn sheep.



8. View over the property, and corrals located in the middle of the image, towards Dunderberg peak and Kavanaugh ridge located on forest service land west of the property.



9. One of several roads that cross the property which are used for public access to adjacent public lands surrounding the large property.



10. A view of the western meadow illustrating the importance of land management practices such as irrigation and prescribed grazing. The green meadow behind the fence was grazed this year, in the foreground is decadent meadow growth on adjacent public land that was not grazed.

Acquisition Schedule

This project will acquire an easement over the entire 1,240 acre Sinnamon Meadows property by the end of August 30, 2013, as further described in the Work Plan section of the narrative portion of this application.

APN	Acreage
11-170-18	200
11-170-03	560
11-170-07	400
11-220-01	80
Total	1,240

No relocation of persons or businesses will occur as a result of this project.

Willing Seller Letter:

July 6, 2012

Karen Ferrell-Ingram
Executive Director
Eastern Sierra Land Trust
P.O. Box 755
Bishop, CA 93514

Re: Purchase of a Conservation Easement on the Sinnamon Meadows Property

Bridgeport, Mono County, California

To Whom It May Concern:

This letter is provided to confirm that C-M Meadows (Lawrence B. Masini partner), landowner of the above referenced property, is a willing participant in the proposed real property transaction. Should grant funds be awarded to the grant applicant, Eastern Sierra Land Trust, then C-M Meadows, as Seller, is willing to enter into an agreement for the sale of an agricultural conservation easement for a purchase price not to exceed Fair Market Value.

Acknowledged:

L. B. Masini
Signature

July 7, 2012
Date signed

Lawrence B. Masini
Name (printed)

Real Estate (Easement) Appraisal

An appraisal to determine the Fair Market Value of the conservation easement has been contracted to Ryan Frings, MAI, Director of Valuation Services for the Roseville, CA office of Colliers International. The easement appraisal is being prepared according to the Uniform Standards of Professional Appraisal Practice (USPAP), as well as to specifications for appraisals provided by NRCS, WCB, and the CA Department of General Services.

Mr. Frings has completed recent appraisals in the region, including an appraisal for this property previously conducted for the State, and has come highly recommended by the State. This appraisal will be delivered to ESLT by November 15, 2013 and provided to SNC as soon as possible thereafter once we have had the opportunity to review the document. The appraisal will be provided to SNC no later than November 30, 2013.

An estimated easement value of \$1.1M has been used for the purposes of this application and is based on the recent purchase price of the property, and the easement value may be approximately 50% of the “before” full fee title value.

**Recording requested by and when
recorded please return to:**

Eastern Sierra Land Trust
P.O. Box 755
Bishop CA 93515

(Space above this line reserved for Recorder's use)

Documentary Transfer Tax: \$_____

GRANT DEED OF AGRICULTURAL CONSERVATION EASEMENT

This Grant Deed of Agricultural Conservation Easement ("Easement") is made on this ___th day of _____, 2013, by **C-M MEADOWS**, a Limited Liability Corporation ("Grantor"), to the **EASTERN SIERRA LAND TRUST**, a California nonprofit public benefit corporation, having an address at P.O. Box 755, Bishop CA 93515 ("Grantee"), for the purpose of forever conserving the agricultural productive capacity, wildlife habitat, and open space character of the subject property.

RECITALS

A. Grantor is the sole owner in fee simple of that certain property located in Mono County, California, legally described in Exhibit A ("Legal Description") attached to and made a part of this Easement, consisting of approximately 1,240 acres of land and commonly known as "Sinnamon Meadows" ("Property"), also identified by Property ID Numbers 011170003000, 011170007000, 011170018000, 011220001000 (Historical Parcel Numbers 11-170-03, 11-170-07, 11-170-18, and 11-220-01). The existing improvements are shown within the farmstead area ("Farmstead Area") depicted in Exhibit B, also attached to and made a part of this Easement. Except as shown in Exhibit B, the Property is open ranchland, with flood irrigated pastureland, meadows and emergent wetlands, rangeland, and forest. Its soils and water resources are of a quality and quantity adequate to support sustained agricultural production.

B. The Property possesses native and improved pasture and associated ranching values; wildlife habitat, including riparian habitat values; open space and scenic values (collectively, "Conservation Values"), all of which are of great importance to Grantor, Grantee and the people of the State of California.

C. The Property is located in the hills south of the scenic Bridgeport Valley, with the nearest incorporated town, being Mammoth Lakes, 50 miles to the south. Bridgeport, an unincorporated town and the county seat, is located approximately 12 miles to the north.

The Property is surrounded by protected public lands, the Humboldt-Toiyabe National Forest to the west and south, the Bureau of Land Management to the north and east, and State of California to the northwest. The Property's location between and among these publicly owned properties significantly increases the benefit of its protection with the Easement by contributing to the expansion of the scenic, open space, and connectivity and habitat values of the existing protected lands.

D. The Property has significant water resources including riparian rights in Dunderberg Creek and Dog Creek, as well as extensive wetlands and deciduous riparian forests.

E. The majority of the Property is composed of irrigated meadows with emergent wetlands present. The upslope areas are comprised of high desert sagebrush scrub and woodland ecosystems. In addition to riparian and wetland protection, critical habitat for several species will be preserved by this Easement. The property provides critical summer brood rearing habitat for the Bi-State population of greater sage grouse (*Centrocercus urophasianus*) and has been identified as a conservation priority by publicly available documents and reports including the *Bi-State Action Plan for Conservation of the Greater Sage-Grouse Bi-State Distinct Population Segment* dated March 15, 2012. The property has been identified as important buffer habitat for the Sierra Nevada bighorn sheep (*Ovis canadensis sierra*), which is listed as endangered under both federal and state law. The California Department of Fish & Game has also determined that the property provides suitable habitat for the Sierra Nevada yellow-legged frog, Pacific fisher, California wolverine, and Sierra Nevada red fox, all of which are species of special concern

F. The Wildlife Conservation Board of the State of California ("Granting Agency" or "WCB") has made a grant of funds to Grantee to support the acquisition of this Easement in order to protect habitat for the Bi-State population of greater sage grouse and Sierra Nevada bighorn sheep. Grantee has recorded herewith a Memorandum of Unrecorded Grant Agreement incorporating by reference the Granting Agency grant agreement.

G. Under the authority of the Farm and Ranch Lands Protection Program, 16 U.S.C. sections 3838h and 3838i, the United States Department of Agriculture, Natural Resources Conservation Service (hereinafter alternately referred to as "NRCS," "USDA" or the "United States") has provided certain funds to support the acquisition of this Easement, entitling the United States certain rights as set forth herein.

H. The State of California, acting by and through the Sierra Nevada Conservancy ("SNC"), has provided funding to Grantee to support the acquisition of this Easement. SNC's funds represent a substantial investment by the People of the State of California in the long-term conservation of valuable agricultural land, and the retention of agricultural land in perpetuity.

I. Grantor grants this Easement for valuable consideration to Grantee for the purpose of assuring that, under Grantee's perpetual stewardship, the agricultural

productive capacity, wildlife habitat, and open space character of the Property will be conserved and maintained forever, and that uses of the land that are inconsistent with these conservation purposes will be prevented. The parties agree that the current agricultural use of, and improvements to, the Property are consistent with the conservation purposes of this Easement.

J. The conservation purposes of this Easement are recognized by, and the grant of this Easement will serve, the following clearly delineated governmental conservation policies and programs:

The federal Farm and Ranch Lands Protection Program, authorized by P.L. 104-127, 16 U.S.C. sections 3838h and 3838i, the purpose of which is to authorize the Secretary of Agriculture to purchase conservation easements or other interests in land with prime, unique, or other productive soil for the purpose of protecting topsoil by limiting non-agricultural uses of the land;

Section 815.1 of the California Civil Code, which defines conservation easements;

California Constitution Article XIII, section 8, California Revenue and Taxation Code, sections 421.5 and 422.5, and California Civil Code section 815.1, under which this Easement is an enforceable restriction, requiring that the Property's tax valuation be consistent with restriction of its use for purposes of food and fiber production and conservation of natural resources;

Section 33320 et seq. of the California Public Resources Code, which creates the Sierra Nevada Conservancy within the Natural Resources Agency in order to, among other things, protect, conserve, and restore the region's physical, cultural, archaeological, historical, and living resources and aid in the preservation of working landscapes;

Section 75050(j) of the California Public Resources Code, which provides funding for the protection and restoration of rivers, lakes and streams, their watersheds and associated land, water, and other natural resources;

Section 51220 of the California Government Code, which declares a public interest in the preservation of agricultural lands;

The California General Plan law, section 65300 et seq., and section 65400 et seq. of the California Government Code, and the Mono County General Plan (2012), which includes as one of its goals to preserve and protect agricultural and grazing lands in order to promote both the economic and open space values of those lands; and

The Mono County General Plan, which documents in its Land Use Element (2012) the countywide policy to "maintain or enhance the integrity of critical wildlife habitat in the county by limiting development in those areas".

K. The specific Conservation Values of the Property are further documented in an inventory of relevant features of the Property contained in the baseline documentation dated as of _____ (“Baseline Report”), which the Parties hereto have jointly prepared. The parties agree that the Baseline Report provides an accurate representation of the Property at the time of this grant and is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement.

L. Grantee is a California publicly supported nonprofit organization within the meaning of California Public Resources Code section 10221 and California Civil Code section 815.3, and is a tax exempt and “qualified organization” within the meaning of section 170(h)(3) of the Internal Revenue Code. Grantee’s primary purpose is the preservation and protection of land in its natural, scenic, agricultural, forested and/or open space condition.

NOW, THEREFORE, for the reasons given, and in consideration of the mutual promises and covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor voluntarily grants and conveys to Grantee, and Grantee voluntarily accepts, a perpetual conservation easement, as defined by section 815.1 of the California Civil Code, and of the nature and character described in this Easement for the purpose described below, and agree as follows:

1. *Conservation Purpose.*

The purpose of this Easement is to assure that the Property will be retained forever as a natural, agricultural, scenic, habitat and open space resource, and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the terms of this Easement.

2. *Right to Use Property for Agricultural Purposes.*

Grantor retains the right to use the Property for agricultural purposes, or to permit others to use the Property for agricultural purposes, in accordance with applicable law, as long as the agricultural productive capacity and open space character of the Property are not thereby significantly impaired. The term “significantly impaired” (or any derivation thereof, as applicable) shall mean a material, adverse effect on the quality or character of the Property that is intended to be protected.

3. *Prohibited Uses.*

Grantor shall not perform, or knowingly allow others to perform, any act on or affecting the Property that is inconsistent with this Easement. Any use or activity that would diminish or impair the natural, agricultural, scenic, habitat and open space resources, or

that would cause significant soil degradation or erosion is prohibited. This Easement authorizes Grantee to enforce these covenants in the manner described herein. However, unless otherwise specified, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property damaged by earthquake, fire, flood, or other acts of God.

4. Permission of Grantee.

Where Grantor is required to obtain Grantee's permission or approval for a proposed action hereunder, said permission or approval (a) shall not be unreasonably withheld, conditioned or delayed by Grantee, (b) shall be sought and given in writing, with copies of all documents to be provided to the USDA, and (c) shall in all cases be obtained by Grantor prior to taking the proposed action. In seeking approval, Grantor will provide Grantee with adequate information, documents and plans, so as to enable Grantee to confirm compliance with this Easement and to keep its records current. Grantee may grant permission or approval to Grantor only where Grantee, acting in Grantee's sole reasonable discretion and in good faith, determines that the proposed action will not significantly diminish or impair the agricultural productive capacity and open space character of the Property and would not cause significant soil degradation or erosion. If, in the judgment of Grantee, the proposed use or activity should not be permitted in the form proposed, but could be permitted if modified, then Grantee's response may propose to Grantor the suggested modification(s) and/or conditions that would permit the use or activity. If Grantor disagrees with the Grantee's decision, the parties shall mediate the disagreement, provided such mediation shall not limit or impair Grantee's other rights and remedies under this Easement.

5. Permitted Uses and Actions; Actions Permitted without Prior Approval of Grantee as long as Conducted in Manner Consistent With This Conservation Easement.

The following uses and actions are permitted without the prior approval of Grantee as long as they are conducted in a manner consistent with this Easement. Grantor shall give advance notice to Grantee in writing in accordance with Section 21 prior to undertaking any significant construction or other improvement on the Property as permitted herein (e.g. any activity or improvement requiring a building, grading, or zoning permit or environmental regulatory review or permit), providing Grantee with adequate information, documents and plans so as to enable Grantee to confirm compliance with this Easement and enable Grantee to keep its records current ("Written Advisement").

Except as permitted in this Easement, all other construction, erection, installation or placement of buildings, structures, or other improvements on the Property is prohibited. For purposes of this Section, "improvements" shall not refer to trees, vines, or other living improvements planted for agricultural or residential landscaping purposes, nor shall it refer to agricultural and irrigation improvements, including water wells, necessary or desirable to irrigate the Property for agricultural purposes and to produce agricultural crops on the Property, such as all of which may be made without the consent of Grantee and without advising Grantee.

(a) *Fences.* Existing fences may be repaired and replaced, and new fences may be built on the Property as necessary for the operation of a livestock grazing business, as specified in the Adaptive Management Plan in Section ____.

(b) *Agricultural Improvements.* Existing agricultural improvements as shown in Exhibits B, and more fully described in the Baseline Report, may be repaired, reasonably enlarged, and replaced at their current locations for agricultural purposes without further permission from Grantee.

(c) *Single-Family Dwelling.* Within a homestead area, "Homestead Area," to be located as described below, Grantor shall have the right to construct, maintain, repair, replace, remodel, expand and/or remove all or any portions of a single family dwelling for the use of Grantor, Grantor's guests, invitees and others and may maintain, repair, replace, construct, remodel, expand and/or remove customary appurtenances and infrastructure associated with such an improvement, such as fences; telephone, electric, gas and other utility conduits, connections, and meters; a septic system and/or sewer connections; a driveway from the nearest public road to the Homestead Area (including customary appurtenant structures); a well and water conduits, connections, and facilities; provided that all new utilities provided to the location are located and designed to avoid impacts to the Conservation Values. This dwelling shall not exceed ____ thousand (__,000) square feet. The driveway shall be unpaved. The Homestead Area shall not exceed ____ (__) acres and shall be sited to avoid fragmentation of habitat, impacts to wetlands or agricultural values, and to minimize additional road construction.

At least sixty (60) days prior to seeking construction or grading permits, Grantor shall consult with Grantee regarding the proposed location of the Homestead Area. Grantee may place reasonable conditions on the location of the Homestead Area to avoid impacts to the Conservation Values. Grantor shall locate and describe by survey the Homestead Area. Grantor shall advise Grantee at least thirty (30) days prior to undertaking any of the permitted construction and provide Grantee with adequate information, documents, plans and surveys so as to enable Grantee to review such plans, place reasonable conditions thereon and maintain current and complete records regarding the condition of the Property. This Easement shall be amended, with the amendment recorded in the Mono County Recorder's Office, as necessary and appropriate to show the location of, and describe the Homestead Area and simultaneously-built improvements. The Baseline Documentation shall be supplemented as necessary and appropriate to show the location of and to describe the Homestead Area and any improvements made to the Property. The costs of amending this Easement and supplementing the Baseline Documentation, including survey, recording fees and any reasonable and necessary expenses of Grantee in reviewing and approving the survey, plans and documentation shall be paid by Grantor.

(d) *Agricultural Employee Housing.* There is no existing agricultural employee housing on the Property. Except as described in Section 5(c) no new dwellings or structures may be built or permanently located on the Property. Temporary housing (cabin

tents, trailers, or mobile homes) to be used primarily to house ranch tenants, employees or others engaged in agricultural production on the Property may be located on the Property within the Farmstead or Homestead Area as needed on a temporary basis, for a period not to exceed six (6) months.

(e) *Utilities and Septic Systems.* Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, energy generation, or other utility services solely serving the improvements permitted herein, or to transmit power generated on the Property, may be installed, maintained, repaired, removed, relocated and replaced. Grantor may grant rights-of-way over and under the Property for such purposes with Written Advisement to Grantee, provided such rights-of-way are not inconsistent with this Easement. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired, replaced, relocated or improved, and shall be placed within the Farmstead Area, where possible. Power generation and transmission facilities primarily for agricultural and other permitted uses on the Property may be constructed within the Farmstead Area. Power generated in excess of requirements on the Property may be sold to appropriate public utilities.

(f) *Use and Storage of Agricultural Products and Equipment.* The use and storage of the following is permitted as long as they are for use on the Property and carried out in accordance with applicable law and labeling requirements: agricultural products, agricultural chemicals, agricultural byproducts and agricultural equipment. "Agricultural chemicals" includes herbicides, pesticides, fungicides, fertilizers, and other materials commonly used in farming operations even though they may be "Hazardous Materials" as defined in Section 23.

(g) *Paving and Road Construction.* Construction and maintenance of unpaved farm roads that are reasonably necessary and incidental to carrying out the uses permitted on the Property by this Easement are permitted, provided that, to the extent reasonable, with respect to agricultural efficiency, productivity and cost, such unpaved farm roads shall not significantly diminish or impair the agricultural productive capacity or natural resource values of the Property. Grantor shall give Grantee Written Advisement of any relocation of or net addition to unpaved farm roads.

(h) *Recreational Improvements and Uses.* Private recreational improvements (for the personal, non-commercial use of Grantor and Grantor's family and guests are permitted within the Homestead Area. Passive, non-motorized, recreational and educational activities such as hiking and bird-watching are permitted. Grantor expressly reserves the right for themselves and their family and guests to hunt on the Property.

(i) *Customary Rural Enterprises.* Customary rural enterprises, such as home and agricultural management offices, are permitted on the Property and in the buildings constructed and maintained in the Farmstead Area for residential and agricultural use of the Property. Customary rural enterprises that require their own buildings are prohibited.

(j) *Agri-tourism Activities.* Low impact agri-tourism activities, such as ranch tours, work experiences, and field trips, are permitted.

(k) *Subsequent Liens or Encumbrances on Property.* Grantor may use the Property as collateral for a subsequent borrowing, provided any subsequent obligations secured by the Property are subordinate to this Easement.

(l) *Emergencies and Construction of Temporary Improvements.* In an emergency, Grantor may take such limited and temporary actions as are reasonably necessary to protect physical safety of persons and property on the Property and the Property itself, including residential and agricultural improvements and agricultural products and only to the limited extent necessary for such protection and provided such actions are in compliance with applicable laws. The construction, placement, or use of limited, temporary living, or construction of temporary farm management quarters or mobile homes on the Property during limited periods of single-family dwelling construction or during or immediately following an emergency rendering the primary residence(s) uninhabitable, is permitted, provided such construction or use is in compliance with applicable laws and such trailers or temporary improvements are removed immediately after the period of emergency is over or construction is completed, as determined by Grantee. Grantor shall give Grantee prompt Written Advisement of any emergency actions taken under this Section. If emergency actions taken in accordance with this Section continue for more than sixty (60) days, Grantor will seek Grantee's approval pursuant to Section 4 of this Easement and such approval shall not be unreasonably withheld, conditioned or delayed.

(m) *Tree Removal or Harvesting.* The cutting or removal of trees used for agricultural purposes is permitted. Trees shall be maintained to the extent possible, but may be removed if they are diseased, damaged, or otherwise interfere with the agricultural use of the Property.

(n) *Wetland Restoration.* The restoration of wetlands on the Property is permitted if the restoration is consistent with the terms and purposes of the Easement.

6. *Uses and Actions Permitted with Prior Approval of Grantee.*

The following uses and practices may be consistent with this Easement, depending on the manner in which they are carried out. Prior written notice to and approval of Grantee is required before Grantor begins these uses and practices. Prior approval shall be sought by Grantor in accordance with Section 4.

(a) *Oil and Gas Exploration and Development.* The manner of exploration for, and extraction of any oil or gas or other hydrocarbons shall be only by a subsurface method, shall be limited to the Farmstead Area, shall not damage, impair or endanger the agricultural conservation values of the Property, shall not impair the availability of water resources of the Property for the agricultural and residential uses allowed under this Easement, shall be in accordance with applicable law, and shall be approved by

Grantee prior to its execution. Upon termination of any oil and gas exploration or extraction activities, Grantor shall immediately notify Grantee, and the site shall be restored to its pre-existing condition within ninety (90) days.

(b) *Signs for Agricultural Use.* Signs may be placed on the Property only for the purpose of identifying the Property, identifying the Property as a participant in the FRPP or SNC funding programs, or to advertise permitted agricultural enterprises operating on the Property or a roadside stand operating on the Property, in accordance with this Easement. However, the total surface area of all the signs shall not exceed one hundred eighty (180) square feet and the top of each sign shall be no more than twenty (20) feet from the ground. A maximum of two (6) signs may be erected with no single sign exceeding a surface area of twenty four (24) square feet.

(c) *Lot Line Adjustment.* Lot line adjustment may be permitted solely with the approval of Grantee, and for purposes of maintaining, enhancing or expanding agricultural practices or productivity on the Property. Grantor shall take no actions to carry out a lot line adjustment unless and until Grantee approves the request.

(d) *Enhancement Agreements.* Income-enhancement agreements (such as the federal Environmental Quality Incentives Program) to implement conservation practices and to improve or enhance soil, water, plant, animal, air and related resources of the Property consistent with "agricultural activities", as defined in section 3482.5 of the Civil Code of California are permitted with Grantee's prior approval so long as: (i) they are consistent with this Easement; (ii) the rights have not been conveyed or extinguished by this Easement; (iii) they will not impair the agricultural productive capacity of the Property; (iv) they do not provide mitigation for the loss of agricultural land or natural habitat or as otherwise prohibited by Section 7(n); and (v) they do not restrict agricultural husbandry practices as defined in Public Resources Code section 10218.

7. *Prohibited Uses.*

All activities and uses that are not consistent with the Conservation Purpose of this Easement are prohibited. The following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are inconsistent with this Easement, and are prohibited on the Property, except as specifically permitted in Sections 5 or 6 or elsewhere in this Easement:

(a) *Buildings.* Except as permitted in Sections 5 or 6 above, the construction or placement of any buildings, residential dwellings, camping accommodations, temporary living quarters of any sort, mobile homes, signs, billboards or other advertising materials, utility towers, or other structures is prohibited.

(b) *Dumping and Trash.* No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste or "Hazardous Materials," as defined in Section 23, shall be placed, stored, dumped, buried or permitted to remain on the Property. However, temporary storage of residential and agricultural waste generated on the Property for periodic removal off-site is permitted, as is the use and storage of agricultural products, agricultural chemicals,

agricultural byproducts and agricultural equipment as provided in Section 5(f). Composting of organic materials from the Property is also permitted provided that the conservation values of the Property are not significantly impaired.

(c) *Industrial and Commercial Uses.* Industrial and commercial uses are prohibited unless expressly permitted in this Easement for agricultural purposes.

(d) *Mining and Surface Alteration.* Except as may be permitted in accordance with Sections 5(g) (road construction) and 6(b) (oil and gas exploration and development), mining of any sort and the extraction of soil, sand, gravel, rock, or any other mineral substance is prohibited.

(e) *Commercial Recreational Structures.* Resort structures, golf courses, non-residential swimming pools, non-residential tennis courts, commercial equestrian facilities, playing fields, airstrips, helicopter pads, or any other commercial recreational structure are strictly prohibited on the Property.

(f) *No Subsequent Easements Restricting Agricultural Husbandry Practices.* The grant of any subsequent easements, other interests in land, or use restrictions that might diminish or impair the agricultural productive capacity or open space character of the Property is prohibited. "Husbandry practices" means agricultural activities, such as those specified in section 3482.5(e) of the California Civil Code, conducted or maintained for commercial purposes in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality.

(g) *No Subsequent Easements for Utilities and Roads.* Except for permitted uses specified in Section 5, the granting of easements for utilities and roads is prohibited.

(h) *Subdivision and Common Ownership of the Property.* Grantor will not sell, exchange, convert, transfer, assign, mortgage or otherwise encumber, alienate or convey any parcel associated with the Property or portion of any parcel of the Property separately or apart from the Property as a whole, and Grantor and its successors in interest at all times treat all parcels of the Property as a single integrated economic unit of property. The division, subdivision, de facto subdivision or partition of the Property, including transfer of development rights, whether by physical, legal, or any other process, is prohibited. The Property is currently comprised and is described in Exhibit A as four (4) legal parcels. Grantor asserts that no additional, separate legal parcels currently exist within the Property that may be recognized by a certificate of compliance pursuant to California Government Code section 66499.35 based on previous patent deed or easement conveyances, subdivisions, or surveys of any kind. Grantor will not apply for or otherwise seek recognition of additional legal parcels within the Property based on certificates of compliance or any other authority.

(i) *Road Paving and Construction.* Except as may be permitted in accordance with Section 5(g), no portion of the Property shall be paved or otherwise covered with

concrete, asphalt, or any other impervious paving material, unless such measures are required by air quality laws or regulations applicable to the Property.

(j) *Recreational Motorized Vehicle Use.* The recreational use of motorized vehicles on the Property off roadways and outside the Farmstead Area or Homestead Area is prohibited.

(k) *Commercial Signs.* Commercial signs, including billboards, unrelated to permitted activities conducted on the Property are prohibited.

(l) *Commercial Power Generation and Collection.* Except as may be permitted in Section 5(e) (power collection, generation and sale for own use, commercial power generation, collection or transmission facilities, including solar or wind farms or facilities, are prohibited.

(m) *Limit on Impervious Surfaces.* In no instance may impervious surfaces, including any referred to in Section 5 or 6, exceed two percent (2%) of the Property. Impervious surfaces are permanent, non-seasonal rooftops, and concrete and asphalt surfaces and would include residential buildings, agricultural buildings (with and without flooring), and paved areas on the entire Property, both within and outside the Farmstead Area. Conservation practices listed in the NRCS Field Office Technical Guide are exempt from the impervious cover limitation.

(n) *Mitigation.* Neither the Property, nor the Easement or any portions thereof may be used for mitigation or satisfaction of a condition imposed by a regulatory agency or body without the prior written approval of the State of California, acting by and through the SNC.

(o) *Domestic Sheep or Goats.* Due to concern about the transfer of disease to the endangered Sierra Nevada bighorn sheep, the keeping, pasturing, boarding or breeding of sheep or goats is prohibited.

8. *Development Rights.*

Except as specifically reserved in this Easement, Grantor hereby grants to Grantee all development rights that are now or shall hereafter be allocated to, implied, reserved, appurtenant to, or inherent in the Property, and the parties agree that such rights are released, terminated, and extinguished, and may not be used on or transferred by either party to any portion of the Property as it now or later may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property. This Easement shall not create any development rights.

9. *Water Rights and Water Sources.*

Grantor shall retain and reserve all ground water, and all appropriative, prescriptive, contractual or other water rights appurtenant to the Property as of the date of this

Easement. Grantor shall not permanently transfer, encumber, lease, sell, or otherwise separate water or water rights from title to the Property itself. No permanent separation of water or water rights shall be permitted. All water shall be retained in Mono County for permitted domestic purposes and agricultural production only. Water may be distributed to a contiguous property or other property owned or leased by Grantor on an annual basis for agricultural production only. Any temporary distribution of water shall not impair the long-term agricultural productive capacity or open space character of the Property.

Grantor retains the right to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion, or improve the agricultural management potential of the Property, provided such alteration is consistent with the Conservation Purpose of this Easement and the “Adaptive Management Plan” referenced in Section 11 and is carried out in accordance with applicable laws.

10. *Rights Retained by Grantor.*

Subject to Section 8 and to interpretation under Section 24(a), as owner of the Property, Grantor reserves all interests in the Property not transferred, conveyed, restricted or prohibited by this Easement. These ownership rights include, but are not limited to, the right to sell, lease, devise or otherwise transfer the Property to anyone Grantor chooses, as well as the right to privacy and the right to exclude any member of the public from trespassing on the Property and any other rights consistent with the Conservation Purpose of this Easement. Nothing contained herein shall be construed as a grant to the general public of any right to enter upon any part of the Property.

11. *Conservation Plan.*

In the event the NRCS determines that there is highly erodible land on the Property, the following provisions shall apply:

As required by section 1238I of the Food Security Act of 1985, as amended, Grantor, his heirs, successors, or assigns, shall conduct agricultural operations on highly erodible land on the Property in a manner consistent with a conservation plan prepared in consultation with NRCS and the Conservation District (“Conservation Plan”). This Conservation Plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on the date of this Easement. However, Grantor may develop and implement a Conservation Plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to Grantor, in order to monitor compliance with the Conservation Plan.

In the event of noncompliance with the Conservation Plan, NRCS shall work with Grantor to explore methods of compliance and give Grantor a reasonable amount of time, not to exceed twelve (12) months, to take corrective action. If Grantor does not comply with the Conservation Plan, NRCS will inform Grantee of Grantor's noncompliance. Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the Conservation Plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the Conservation Plan, and (b) NRCS has worked with Grantor to correct such noncompliance.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Easement based on an Act of Congress, NRCS will work cooperatively with Grantor to develop and implement a revised Conservation Plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which Grantor may be or become subject.

12. Adaptive Management Plan. Grantor and Grantee have prepared an Adaptive Management Plan p dated _____ for the Property providing for sustainable cattle grazing and the protection of wetland, riparian and other sensitive habitats, flora, fauna and other sensitive resources and natural features of the Property ("Adaptive Management Plan"). The Adaptive Management Plan shall provide that grazing and ranching operations be conducted only in a manner and to an extent that will not significantly diminish or impair the Conservation Values and that are consistent with the terms or purpose of this Easement. Both Parties acknowledge receipt of a copy of the Adaptive Management Plan. Ranching operations on the Property, as provided for in the Adaptive Management Plan, shall be consistent with the best livestock management practices in the general geographic area and consistent with all applicable laws and regulations. All grazing and ranching operations on the Property shall be conducted in a manner consistent with the Adaptive Management Plan. The Adaptive Management Plan shall be updated and adjusted as necessary, upon mutual agreement of Grantor and Grantee, but in no event less frequently than every five (5) years. Grantee shall be responsible for the monitoring and enforcement of the specific terms and restrictions of the Adaptive Management Plan.

13. *Responsibilities of Grantor and Grantee Not Affected.*

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

(a) Taxes – Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee ever pays any taxes or assessments on the Property, or if Grantee pays levies on Grantor's interest in order to protect Grantee's interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property. Grantee, SNC and the United States shall have no obligation for the upkeep or maintenance of the Property. If Grantee, SNC or the United States acts to maintain the Property in order to protect Grantee’s interest in the Property, Grantor will reimburse Grantee, SNC and the United States for any such costs.

(c) Compliance with Law – Grantor shall comply with all applicable laws with respect to the Property. Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law, whether currently existing or hereafter enacted or otherwise promulgated by any federal, state, county, municipal, or other governmental body (whether legislative, administrative, or judicial), or by any competent official of any of the foregoing. In no event shall this Easement be construed as granting any landowner rights not permitted by local building, land use and/or zoning regulations at the time of construction, demolition, occupation, etc.

(d) Liability and Indemnification – In view of Grantee’s, SNC’s and the United States’ negative rights, limited access to the land, and lack of active involvement in the day-to-day management activities on the Property, Grantor shall indemnify, protect, defend and holds harmless Grantee, SNC and the United States, their respective officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns (collectively, “Agents and Assigns”) from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, orders, liens, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys’ fees and attorneys’ fees on appeal) to which Grantee, SNC and the United States and their respective Agents and Assigns may be subject or incur relating to the Property, which may arise from, but are not limited to, Grantor’s negligent acts or omissions or Grantor’s breach of any representation, warranty, covenant, agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws. Grantor shall be solely liable for injury or the death of any person, or physical damage to any property, or any other costs or liabilities resulting from any act, omission, condition, violation of the law or of this Easement or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence, gross negligence or intentional misconduct of Grantee, SNC or the United States or their respective Agents and Assigns.

Neither Grantee, SNC, the United States, nor their respective Agents and Assigns shall have responsibility for the operation of the Property, monitoring of hazardous conditions on it, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Without limiting the foregoing, neither Grantee, SNC, the United States, nor their respective Agents and Assigns, shall be liable to Grantor or other person or entity in connection with consents given or withheld, or in connection with any entry upon the Property occurring pursuant to this Easement, or on account of any claim, liability, damage or expense suffered or incurred by or threatened against Grantor or any other person or entity, unless the claim, liability, damage, or expense is the result of the

negligence, gross negligence or intentional misconduct of Grantee, SNC, the United States or their respective Agents and Assigns.

Grantor shall maintain comprehensive general liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) (either in a stand-alone general liability policy, or as part of any umbrella coverage, or a combination of the two) for the Property. Grantor shall cause all such policies of insurance to name Grantee as an additional insured and provide Grantee with a certificate of insurance on an annual basis evidencing compliance with this provision.

14. Monitoring Reports.

Grantee shall manage its responsibilities as holder of this Easement so as to uphold the Conservation Purpose of this Easement. Grantee's responsibilities include, but are not limited to, annual monitoring, such additional monitoring as circumstances may require, record keeping, and enforcement, for the purpose of preserving the Property's agricultural productive capacity and open space character in perpetuity. Grantee shall report to the NRCS by June 30 annually after the annual monitoring visit, describing method of monitoring, condition of the Property, stating whether any violations were found during the period, describing any corrective actions taken, the resolution of any violation, and any transfer of interest in the Property. Failure to do so shall not impair the validity of this Easement or limit its enforceability in any way.

15. Monitoring and Enforcement.

With reasonable advance notice (except in the event of an emergency or suspected emergency), Grantee shall have the right to enter upon, inspect, observe, monitor and evaluate the Property to identify the current condition of, and uses and practices on the Property and to determine whether the condition, uses and practices are consistent with this Easement. SNC and/or the NRCS may accompany Grantee on its annual monitoring visit to the Property to observe Grantee carrying out the monitoring process and to assess compliance with the terms of the Easement. Monitoring visits shall be subject to the following conditions:

(a) Grantee shall give at least forty-eight (48) hours written notice to Grantor before entering upon the Property, except in the event of an emergency or suspected emergency, in which case reasonable oral notice shall be given. The notice shall indicate the purpose of the entry and shall provide the timeframe during which Grantee shall be upon the Property;

(b) Entry shall take place during normal business hours unless otherwise required due to exigent circumstances; and

(c) Grantee shall indemnify, defend with counsel of Grantor's choice, and hold Grantor harmless from, all expense, loss, liability, damages and claims, including Grantor's attorneys' fees, if necessary, arising out of Grantee's entry on the Property, unless caused

by a violation of this Easement by Grantor or by Grantor's negligence or willful misconduct.

Grantee may take all actions that it deems necessary to ensure compliance with the terms, conditions, covenants and Conservation Purposes of this Easement. Grantee shall have the right to prevent and correct violations of the terms of this Easement. Grantor shall indemnify, protect, defend and hold harmless Grantee, their respective officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns from and against all liabilities, costs, losses, orders, liens, penalties, claims, demands, damages, expenses, or causes of action or cases, including without limitation reasonable attorneys' fees, arising out of the violation of the terms of this Easement.

If Grantee finds what it believes is a violation or potential violation, it may at its discretion take appropriate legal action to ensure compliance with the terms, conditions, covenants and Conservation Purposes of this Easement and shall have the right to correct violations and prevent the threat of violations. Except when an ongoing or imminent violation could irreversibly diminish or impair the agricultural productive capacity and open space character of the Property, Grantee shall give Grantor written notice of the violation or potential violation and, where known to Grantee, the notice shall identify corrective action necessary to cure the violation. Where the violation involves injury to the Property resulting from any use or activity inconsistent with this Easement, the notice may demand restoration of the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after Grantee gives notice, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, if Grantor fails to begin curing the violation within the thirty (30) day period, or if Grantor does not continue to diligently cure the violation until finally cured, or as otherwise provided in this Easement, Grantee may bring an action at law or in equity to enforce the terms of this Easement.

If a court with jurisdiction determines that a violation may exist or has occurred or is about to occur, Grantee may obtain an injunction, specific performance, or any other appropriate equitable or legal remedy, including (i) money damages, including damages for the loss of the agricultural conservation values protected by this Easement; (ii) restoration of the Property to its condition existing prior to such violation; and (iii) an award for all Grantee's expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorneys' fees. Grantee's remedies under this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

Without limiting Grantor's liability therefor, Grantee shall apply damages recovered to the cost of undertaking any corrective action on the Property. Should the restoration of lost values be impossible or impractical for whatever reason, Grantee shall apply any and all damages recovered to furthering Grantee's mission, with primary emphasis on agricultural conservation easement acquisition and enforcement.

16. United States' Right of Enforcement.

Under this Easement, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (“Secretary”), or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if Grantee, or its successors or assigns, fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.

17. Transfer of Easement.

Grantee may transfer the Easement to (1) any public agency authorized by law to hold interests in real property including conservation easements as provided in section 815.3 of the Civil Code of California; or (2) any private nonprofit organization that, at the time of transfer, is a “qualified organization” under section 170(h) of the U.S. Internal Revenue Code and under section 815.3(a) of the Civil Code of California. In selecting an appropriate transferee entity, preference will be given to a qualified agency or organization with a conservation purpose that this grant is intended to advance and carry forth, which has board, staff, or consultants with practical management experience, and which agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Easement. If such agency or organization cannot be found, or is not suitable for any reason, then another qualified agency or organization, which expressly agrees to assume the responsibility imposed on Grantee by this Easement may be selected. Grantor shall be provided notice of any proposed transfer, information about the proposed transferee(s), and an opportunity for comment. If more than one qualified agency or organization meets the foregoing criteria and are deemed by Grantee to be equally capable of effecting the conservation purposes of this Easement, Grantor may select one of those qualified organizations to nominate as the transferee. The final transfer of the Easement to the proposed transferee selected by Grantee, or nominated by Grantor from among the qualified agencies and/or organizations, shall be subject to the approval of the United States, WCB, and the approval of the Sierra Nevada Conservancy pursuant to the terms of the Grant Agreement (Agreement No.____) for the Sinnamon Meadows Conservation Easement, entered into by and between the Sierra Nevada Conservancy (“Conservancy”) and the Eastern Sierra Land Trust on _____(the “Grant Agreement”).

18. Transfer of Property Interest.

Subject to the terms of this Easement, Grantor may transfer the Property or an interest therein, but each transferee shall be subject to, and be bound by, the terms and provisions of this Easement. Grantor shall notify Grantee in writing at least thirty (30) days prior to the transfer of the Property or an interest therein and shall provide Grantee with a copy of the proposed document of conveyance. The document of conveyance, including any lease, shall expressly incorporate this Easement by reference. Failure of Grantor to comply with the terms of this section shall not impair the validity of this Easement or limit its enforceability in any way.

19. Transfer Fee.

There shall arise, by virtue of any transfer for consideration of all or a portion of the Property, or interest therein (other than a lease for a total term, including any options to renew or extend, not exceeding thirty-five (35) years) a fee which is referred to herein as the "Transfer Fee." The Transfer Fee shall be the obligation of the seller of the Property and shall be payable to Grantee or subsequent holder of this Easement. The Transfer Fee shall be equal to one percent (1%) of the consideration paid in connection with the transfer of any interest in the Property, shall be paid to Grantee concurrently with the close of escrow or other consummation of the sale of the Property. In the event of non-payment of the Transfer Fee in accordance with this Section, Grantee shall have the right to record a lien against the Property in the amount equal to the unpaid Transfer Fee plus any and all reasonable costs and attorney's fees necessary to prepare and enforce the lien of the Transfer Fee. The lien shall be recorded in accordance with California Civil Code sections 2872 et seq. The lien shall be subordinate to this Conservation Easement and any other prior liens, encumbrances, mortgages and deeds of trust of record and any subsequent mortgages or deeds of trust. A copy of the lien shall be mailed via certified mail, return receipt requested, to the purchaser at his last known address upon recordation of the lien. After the expiration of thirty (30) days following the mailing of a copy of the lien, the lien may be enforced in any manner permitted by law, including without limitation a sale by the court or sale by the trustee designated by Grantee in the lien, in the sole exercise of its discretion, in accordance with the provisions of section 2924 of the California Civil Code. Grantor or any subsequent purchaser shall provide reasonable written proof of the sales price of the Property, including but not limited to executed closing statements, contracts of sale, copies of deeds or other similar evidence satisfactory to Grantee. An exchange of properties pursuant to Internal Revenue Code section 1031, or similar statute, shall be deemed to be for consideration based on the appraised market value of the Property at the time of the exchange. Market value shall be determined by agreement of Grantor and Grantee, or in the absence of such agreement, by an MAI appraiser selected by Grantee, whose appraisal fee shall be paid by Grantee.

Any of the following transfers, subsequent to the conveyance of this Easement, shall be exempt from the assessment of such Transfer Fee: (i) a transfer without consideration (e.g. an inter vivos gift or testamentary conveyance); (ii) a sale or other conveyance or exchange from one or more of the original Grantors or their issue to any other one or more of the original Grantors or their issue; or (iii) a sale or other conveyance or exchange to the issue of any Grantor or any trust established for the exclusive benefit of the issue of any Grantor.

20. Amendment of Easement.

This Easement may be amended only with the written consent of Grantor, Grantee, WCB, SNC and the United States. Any such amendment shall be consistent with the Conservation Purpose of this Easement, and Grantees easement amendment policies and shall comply with all applicable laws, including section 170(h) of the Internal Revenue Code, and any regulations promulgated in accordance with that section, and with section 815 et seq. of the California Civil Code, and with the United States Department of

Agriculture Farm and Ranch Lands Protection Program, and any regulations promulgated thereunder. No amendment shall diminish or affect the perpetual duration or the Conservation Purpose of this Easement nor the status or rights of Grantee under the terms of this Easement. Copies of any amendments to this Easement shall be provided to WCB, SNC and the United States by Grantee.

21. *Termination of Easement.*

(a) It is the intention of the parties that the Purpose of this Easement shall be carried out forever. Liberal construction is expressly required for purposes of effectuating this Easement in perpetuity, notwithstanding conditions or hardship that could be asserted as a basis for termination of this Easement. Easement termination by Grantor shall be limited to judicial termination proceedings in a court of competent jurisdiction. Grantee, SNC and the United States shall be notified at least thirty (30) days prior to initiation of any proceedings to terminate this Easement.

(b) Other than pursuant to eminent domain or purchase in lieu of eminent domain, no other voluntary or involuntary sale, exchange, conversion, or conveyance of any kind of all or part of the Property, or of any interest in it, shall limit or terminate the provisions of this Easement. No inaction or silence by Grantee shall be construed as abandonment of the Easement. The fact that the Property is not in agricultural use is not reason for termination of this Easement. Should this Easement be condemned or otherwise terminated on any portion of the Property, the balance of the Property shall remain subject to this Easement. In this event, all relevant related documents shall be updated and re-recorded by Grantee to reflect the modified easement area and encumbrances junior to this Easement shall remain subordinate to the Easement as amended. Due to the federal interest in this Easement, any termination, extinguishment, condemnation, or eminent domain actions must be consented to by the United States.

(c) The grant of this Easement gives rise to a property right immediately vested in Grantee. For the purpose of determining the amount to be paid to Grantee, SNC and the United States upon termination of the Easement pursuant to eminent domain or other judicial proceedings, and for the purpose of allocating proceeds from a sale or other disposition of the Property at the time of termination of the Easement and Grantee's property right therein, the following shall apply:

(i) The "Easement Percentage" is hereby defined and established as the ratio, as of the date of this Easement, of the value of the Easement to the value of the Property unencumbered by the Easement. Such ratio is a fraction, the numerator of which is the value of the Easement and the denominator of which is the value of the Property unencumbered by the Easement, as determined by an appraisal of the Property approved by SNC and the USDA prior to funding the acquisition of this Easement. Grantor and Grantee agree that the ratio of the value of the Easement to the value of the Property unencumbered by the Easement is 42.7 %. This Easement Percentage shall remain constant.

- (ii) The parties stipulate and agree that, at the time of termination, the Easement shall have a fair market value determined as the greater of:
1. **The fair market value of the Property**, excluding the value of the improvements on the Property, as though unencumbered by this Easement, at the time of the termination, as determined by an appraisal prepared by a qualified appraiser acceptable to Grantor and Grantee, **multiplied by the Easement Percentage**; or
 2. **The value of the Easement** at the time of the termination as determined by an appraisal prepared by a qualified appraiser acceptable to Grantor and Grantee.

If Grantor has initiated termination of the Easement through a judicial proceeding, Grantor shall pay the cost of the appraisal, and the appraisal is subject to approval of SNC and the USDA. Nothing herein shall prevent Grantor, Grantee, SNC or the USDA from having an appraisal prepared at its own expense.

(d) Upon termination of this Easement or any portion thereof through a Grantor-initiated judicial proceeding, Grantor shall reimburse SNC, the USDA and Grantee the amount equal to the value of the Easement that is terminated as specified above. The amount required to be paid in connection with the termination shall be distributed as follows: (i) to the State of California, Department of Natural Resources, Sierra Nevada Conservancy, _____ percent (____%); (ii) to the State of California, Department of Natural Resources, Wildlife Conservation Board, _____ percent (____%), (iii) to the United States, Department of Agriculture, Farm and Ranch Lands Protection Program, _____ percent (____%);; and (iv) to Grantee, _____ percent (____%); representing the proportion of Easement value originally contributed by these agencies, or contributed by gift of Grantor to Grantee, for the purchase of this Easement. If only a portion of the Easement is so terminated, the reimbursement shall be pro-rated. This Easement shall not be deemed terminated under a judicial termination proceeding until such payment is received by the State of California, Department of Natural Resources, Sierra Nevada Conservancy, the State of California, Department of Natural Resources, Wildlife Conservation Board, the United States, Department of Agriculture, Farm and Ranch Lands Protection Program, and Grantee. Grantee, in using any funds received from the termination of this Easement, shall use the funds in a manner consistent with the Conservation Purpose of this Easement.

(e) Termination of the Easement through condemnation is subject to the requirements of section 10261 of the Public Resources Code, the eminent domain laws of the State of California, federal law, and this Easement. Grantee shall have an opportunity to accompany the appraiser for the condemning agency when the appraiser goes on the Property with Grantor. Purchase in lieu of condemnation, or settlement of an eminent domain proceeding, shall occur pursuant to applicable laws and procedures, including but not limited to California Government Code sections 7267.1 and 7267.2, and shall require approval of Grantee, SNC and the United States. Grantee shall be paid by the condemnor

the value of the Easement at the time of condemnation (Public Resources Code section 10261(a)(2)). Grantee shall distribute the proceeds as set forth sub-section (d), above.

(f) If Grantee obtains payment on a claim under a title insurance policy insuring this Easement, payment shall be distributed as set forth in sub-section (d), above, excluding reimbursement of attorneys' fees and costs, which Grantee shall be entitled to retain.

22. Notices.

Any notices to Grantor and Grantee required by this Easement shall be in writing and shall be personally delivered or sent by First Class Mail, to the following addresses, unless a party has been notified by the other of a change of address:

To Grantor:

C-M Meadows LLC
11 North Main Street
Yerington, Nevada 89447

To Grantee:

Eastern Sierra Land Trust
P.O. Box 755
Bishop CA 93515

Any notices required by this Easement to be sent to Wildlife Conservation Board shall be in writing and shall be personally delivered or sent by First Class Mail, at the following address, unless a party has been notified by WCB of a change of address:

Wildlife Conservation Board
1807 13th Street, Suite 103
Sacramento, CA 95811

Any notices required by this Easement to be sent to Sierra Nevada Conservancy shall be in writing and shall be personally delivered or sent by First Class Mail, at the following address, unless a party has been notified by SNC of a change of address:

Sierra Nevada Conservancy
11521 Blocker Dr., Suite 205
Auburn, CA 95603

Any notices required by this Easement to be sent to the United States Department of Agriculture shall be in writing and shall be personally delivered or sent by First Class Mail, at the following address, unless a party has been notified by the Department of a change of address:

USDA Natural Resources Conservation Service
State Conservationist
430 G Street, #4164
Davis CA 95616-4164

23. *Grantor's Environmental Warranty.*

(a) Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee, WCB, SNC or the USDA to exercise physical or management control over the day-to-day operations of the Property, or any of the Grantor's activities on the Property, or otherwise to become an "owner" or "operator" or "arranger" with respect to the Property as those words are defined and used in "Environmental Laws" (as defined below), including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, or any corresponding state and local statute or ordinance.

(b) Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of "Hazardous Materials," as defined below, on, at, beneath or from the Property.

(c) Grantor hereby promises to hold harmless, defend and indemnify Grantee, WCB, SNC and the United States against all litigation, claims, administrative actions, testing, investigation, remediation, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws on the Property by Grantor or any other prior owner of the Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee, SNC or the United States to Grantor with respect to the Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Property by Grantee.

(d) "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

(e) "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous

chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment or any other material defined and regulated by Environmental Laws.

(f) If at any time after the effective date of this Easement there occurs a release, discharge or other incident in, on, or about the Property of any Hazardous Materials regulated under any Environmental Laws, Grantor agrees to take any steps that are required of Grantor with respect thereto under applicable Environmental Laws which are necessary to ensure its containment and remediation, including any cleanup.

24. Grantor's Title Warranty; No Prior Conservation Easements.

Grantor represents and warrants that Grantor has good fee simple title to the Property, including the mineral estate, free from any and all liens or encumbrances, except those set forth in Exhibit C ("Permitted Encumbrances") attached hereto and made a part hereof by this reference, and hereby promises to defend the same against all claims that may be made against it. All financial liens or financial encumbrances existing as of the date of the execution of this Easement (excepting liens for property taxes which are not yet due and payable) have been subordinated to this Easement. Grantor represents and warrants that the Property is not subject to any other conservation easement whatsoever.

If Grantor discovers at any time that any outstanding interest in the Property exists that is not disclosed herein, Grantor shall immediately notify Grantee of the discovery, and shall take all necessary steps to ensure that the interest is made subject to this Easement and that the existence of the interest or the exercise of any rights under it does not interfere with the Conservation Purpose of this Easement.

25. General Provisions.

(a) *Interpretation.* This Easement shall be interpreted under the laws of the State of California and the United States, as applicable, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its Conservation Purposes. References to authorities in this Easement shall be to the statute, rule, regulation, ordinance or other legal provision that is in effect at the time this Easement becomes effective. No provision of this Easement shall constitute governmental approval of any improvements, construction or other activities that may be permitted under this Easement.

(b) *Successors; Termination of Rights and Obligations.* The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property. A party's rights and obligations under this Easement terminate upon transfer of that party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(c) *Severability.* If any term, provision, covenant, condition or restriction of this Easement is held by a court of competent jurisdiction to be unlawful, invalid, void, unenforceable, or not effective the remainder of the Easement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

(d) *Perpetual Duration; No Merger or Forfeiture.* This Easement, pursuant to California Civil Code section 815.2 shall run with the land in perpetuity. No merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, or its successors or assigns. It is the express intent of the parties that this Easement not be extinguished by, or merged into, or modified, or otherwise deemed affected by any other interest or estate in the Property now or hereafter held by Grantee or its successors or assigns. In the event that Grantee shall ever acquire the fee simple title to the Property, Grantee will assign and convey its interest under this Easement to a third party in accordance with Section 16.

(e) *No Waiver.* Enforcement of the terms of this Easement is at the discretion of Grantee. Any forbearance by Grantee to exercise its rights under this Easement or any failure of Grantee to discover a violation or potential violation shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. No forbearance or waiver by Grantee of any default or breach, whether intentional or not, shall be deemed to extend to any prior or subsequent defaults or breaches, nor shall it affect in any way any rights arising by virtue of any prior or subsequent occurrence.

(f) *Joint Obligation.* If and when Grantor consists of more than one party, the obligations imposed by this Easement upon Grantor shall be joint and several.

(g) *Recording.* This Easement and any amendments hereto shall be recorded in the Official Records of the County of Mono, State of California.

(h) *Entire Agreement.* This Easement is the final and complete expression of the agreement between the parties with respect to this subject matter. Any and all prior or contemporaneous agreements with respect to this subject matter, written or oral, are merged into and superseded by this written instrument.

(i) *Exhibits.* All of the exhibits attached to this Easement are hereby incorporated into this Easement by this reference.

(j) *Administrative Costs.* The administration of this Easement by Grantee requires considerable time and expense. Grantee shall bear all routine administrative expenses related to the Easement including, but not limited to the following activities: routine easement monitoring and reporting, and notices of permitted activities, and routine staff work related to Grantor's refinancing and or sale of the Property. Grantor agrees to pay

the reasonable expenses of Grantee for non-routine administration of the Easement including, but not limited to actions requiring Grantee's prior approval, enforcement of Easement violations, requests for estoppel certificates, and any Easement amendment requests of Grantor.

(k) *Counterparts*. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(l) *Debt*. The Easement may not be used by Grantee as security for any debt without the prior written approval of the State of California, acting through SNC or its successor.

26. *Carbon Credits*. Grantor shall ensure that the terms and conditions of the Easement are taken into account when calculating the baseline/business as usual of the Property for purposes of establishing carbon credits or other emissions offsets that Grantor proposes to authorize, create, sell, exchange or transfer, and to notify Grantee and WCB at least forty-five (45) days prior to any such proposed establishment. Grantee shall include in its annual monitoring report, a summary of any activity by Grantor to establish carbon credits or other emissions offsets with respect to the Property, and to provide Grantee and WCB with such further information as Grantee and WCB may request regarding such activity. Subject to the foregoing, Grantor exclusively reserves all carbon rights appurtenant to the Property as may exist as of the date of recordation hereof or as may be granted, discovered, created, declared or developed in the future, including but not limited to the right to trade, sell, transfer, or lease these rights, and the right to store, sequester, accumulate carbon within the Property to the extent such storage, sequestration and accumulation is consistent with the Conservation Purpose of this Easement and the Conservation Values and is captured as a natural consequence of the exercise of the uses permitted herein. For purposes of this Section, carbon rights and carbon as described herein are rights that currently exist or may come to exist in the future and are associated with the absorption by plants of carbon dioxide from the atmosphere and its conversion to carbon stored in trees and plants on the Property or stored in wood products extracted pursuant to forest management activities permitted herein, and trees and other vegetation and associated roots, surface duff and organic elements in the soil on the Property. In furtherance of Grantor's exercise of the rights retained hereunder, Grantor may elect to enter into a Project Implementation Agreement (PIA) with the Climate Action Reserve. In such event, Grantor acknowledges that the terms and conditions of the PIA shall apply to Grantor and all subsequent owners of the Property for such period as may be required therein.

27. *Provisions Respecting SNC Grant Agreement*.

This Instrument and Grantee's rights hereunder are subject to the following:

(a) Subject to a power of termination by the STATE of CALIFORNIA ("State"), pursuant

to the terms of the Grant Agreement for the acquisition of the Easement. The State, acting by and through the Conservancy, or its successor or assign, may exercise the said power of termination in the event of Grantee's violation of the purpose of the Grant Agreement through a breach of a material term or condition thereof, by recording a notice that Grantee is in default under said Grant Agreement, and that the power of termination has been exercised. The said notice, when recorded, shall cause full title to the Easement to vest immediately in the State or in such other public agency or nonprofit organization, designated by the Conservancy, to which the State has conveyed its interest. The power of termination created herein is subject to the provisions of California Civil Code sections 885.010 – 885.070 and California Public Resources Code section 33344(e), and shall be construed in accordance with the said provisions or successor statutes. In selecting an appropriate successor easement holder, consideration will be given to a qualified agency or organization with a conservation purpose that the Grant Agreement is intended to advance and carry forth, which has a board, staff, or consultants with practical management experience, and which agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Easement.

(b) AND RESERVING THEREFROM, in favor of the State, a remainder interest in the Easement, pursuant to the terms of the aforementioned Grant Agreement. Upon termination of Grantee's existence as a nonprofit organization within the meaning of California Public Resources Code section 33302(e), as confirmed by the recording by State, acting by and through the Conservancy, of a notice declaring that such termination has occurred, this Easement shall be deemed to have vested, in title and as otherwise as provided in this Easement, in the State or in such other public agency or nonprofit organization designated by the Conservancy, to which the State has conveyed its interest. The interest created herein is subject to the provisions of California Civil Code section 769 et seq and the California Public Resources Code section 33344(f), and shall be construed in accordance with the said provisions or successor statutes. In selecting an appropriate successor easement holder, consideration will be given to a qualified agency or organization with a conservation purpose that the Grant Agreement is intended to advance and carry forth, which has a board, staff, or consultants with practical management experience, and which agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Easement.

28. Acceptance.

As attested by the signature of its Executive Director affixed hereto, as authorized by Grantee's Board of Trustees, in exchange for consideration, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Grant Deed of Agricultural Conservation Easement.

To Have and To Hold, this Grant Deed of Agricultural Conservation Easement unto Grantee, its successors and assigns, forever.

In Witness Whereof, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTOR:

C-M Meadows LLC.

GRANTEE:

EASTERN SIERRA LAND TRUST,
a California nonprofit public benefit
corporation

By:

Name: Lawrence Bryan Masini

Its: Partner

By:

Name: Tommie R. Carpenter

Its: Partner

By:

Name: Karen Ferrell-Ingram

Its: Executive Director

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 201_, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 201_, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 201_, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit A (Legal Description) Attached
Exhibit B (____ Map) Attached
Exhibit C (Prior Encumbrances) Attached
Acceptance of NRCS Attached

ACCEPTANCE OF CONSERVATION EASEMENT BY THE NATURAL
RESOURCES
CONSERVATION SERVICE

The Natural Resources Conservation Service, an Agency of the United States government, hereby accepts and approves the foregoing conservation easement deed, and the rights conveyed therein, on behalf of the United States of America.

By: _____
Name:
Title: